File No. PWD 50 MGP 60

# MYSORE GOVERNMENT SECRETARIAT

## Notes/Correspondence/Collection

Department PW Section Major Irrigation

Subject :— Supply of additional quarters for guards to the Cauvery Falls

Earlier References :—

Later References :—

5556 P.W.D. 5705 H.W.D. (DS(I)) 60 (US(T))

## (Classification A/B/C)

Notes Pages.....

Correspondence Pages.....

For/Not for Section note Book

To be destroyed after.....

*Under Secretary to Government*

Mysore Government Secretariat

11536 J 11575 J 1231-15
PD File No. of 195 PWD

[App. F. III 2

Serial No.

Supply of additional quantity of 68 cases of water to the Gokak Mills Ltd.

—

1) As per orders at the bottom of page 5 C.F. a draft letter to C.E.Dp is submitted for approval.

Sd/-
23/11/60.

— Issue
Sd/-

Despatched in No. P.W.D. S.O.M.G.P. 60
Dated 2.12.60
Sd/-

Sus A.

Sd/-
10/12/60.

Letter No. DDL.377/60 dated 1.12 from the Director of Industries and Commerce in Mysore.

Requests favourable consideration of the request of M/S. The Gokak Mills. for additional supplies of water.

The letter at P.11 C.F. is perused. In this connection, a report has been called for from the C.E.Dp. If approved, he will be reminded. Draft Ruled.

Sd/-
16/12/60.

4) Issue
Sd/-

Despatched In No. P.W.D.
Dated 2.3.12.60

Sus

Sd/-

D.T.

Sd/-

Note.—Contn. Sheet

8377
R D File No. PWD 50 MGP of 1960.

Serial No.

draft reminder is put up for issue

6)

23/6.

23/6/61

Despatched in No. P.W.D. 50 MGP 60
Dated 28 15 June 61
OR

Letter No. GTP 35/60 TA3 dated 28.8.61 from the C.E, I.P., Munirabad.

Forwards Report-

) The P.W.D may be perused with reference to our reminder at- ref 17 C.F.re: Supply of addl: quantity of water to the Gokak Mills Ltd.

The C.E, I.P states that the Hidkal Dam is taken up for providing irrigation facilities the adjacent areas in Belgaum Bijapur districts. There is also proposal for taking a High level Channel from Hidkal Dam. Hence it may not be possible to supply any additional water over & above the Committed quantity of 68 Cusecs even after completion of Hidkal Reservoir.

Submitted for orders.

19/61.

) With reference to the letters of the Gokak Mills at- P 1-4 and 6-7 CF, the

Serial No:

Report of the CE at 18-19 CE is for perusal. In the circumstances explained therein it is stated that it would not be possible to supply any additional waters over and above the committed quantity of 68 cusecs even after the completion of Hidkal Dam and that the firm may be informed accordingly.

Submd. for orders

8/9/61.

The CE's letter on page 18 may please be perused. We have been telling the Milk authorities that their request for increased supply would be considered after the Hidkal Dam is constructed. For ready reference

E. J. Devadasan
Dy S S 11/9/61.

10) O.S.D) The commitment under the present Agreement entered into by the British Govt of Defunct Bombay Presidency seems to be 68 cusecs (plus another 68 cusecs provided it is available), from the Dhupdal weir. It is seen even the basic 68 cusecs are not available at Dhupdal weir. Therefore the extra supply of 136 cusecs over & above the basic of 68 cusecs as now demanded would be from Hidkal Dam & hence outside the scope of

Note.—Contn. Sheet

8377/M.9

File No. PWD 50 IRG P of 1960.

Mysore Government Secretariat

Serial No.

the existing Agreement. Therefore any proposal to supply additional waters must be covered by a fresh a separate Agreement entered into which should prescribe adequate royalties for the waters supplied. The existing provisions in the old agreement should not be the basis since it is most likely that these provisions must be very nominal as is the case with all the Agreements reached by British Govts with British firms.

Regarding availability of supplies (11)
in the Hidkal Reservoir, the matter needs be investigated in details by preparing working Tables. It would be possible to supply in good years atleast, if the firm is prepared to avail of such unassured supplies.

In any case, we should not entertain this demand (12)
under the terms of the existing Agreement which needs to be revised at the earliest opportunity.

12/9/61

S. G. BALEKUNDRY,
Officer on Special Duty,
Public Works Department.

Secy.

MYSORE GOVERNMENT SECRETARIAT
No 6107
14 SEP 1961
P.W.D. (Building)

SECRETARIAT
14 SEP 1961
PUBLIC WORKS & ELEC. DEPTT.

B' The first thing to be done is to obtain a copy of the Agreement and

8377/M.9.

Mysore Government Secretariat

PWD File No. 50 MG P of 1960. [App. F. III 2

Serial No.

to study & what extent we are committe legally.

1/ 16/9.

0/1)

14) D.I Section may please obtain & put up the copy of the Agreement.

18/9/61
S. G. BALAKUNDRY,
Officer on Special Duty
Public Works Dept.

D.S. (I.)

15) 19/9.

16) Ref: paras 13-14 above. Draft places below for appn.

Draft 28/9/61

17) Done 28/9

Despatched In No. P.W.D. SD MAP 60
Dated 4th Oct. 61
CR

Sri B.
Received on 12.10.61.

Sri 4/X/61. Draft 14/10/61

18) A draft reminder is put up for approval

Draft 16.10.

19) Sri S A Q.
A reply has come from the Desk Commr. Pl. put up with it.

Draft 16/10/61.

Note.—Contn. Sheet

(85) 4.9.

File No. PWD 50 MGP of 1960.

Mysore Government Secretariat

Serial No.

Letter No. RB/REV. SR. 74 dated 10.10.61 from the Divisional Commr: Belgaum Division Belgaum.

Forwards copy of the agreement.

2) The P.V.S may be perused with reference to our letter at page 22 C.F. and Paras 13-17 of the note file.

The Divisional Commissioner has forwarded a copy of the agreement dated 31.7.1894 made between the Gokak Water Power and Manufacturing Co, Ltd. & the Secy. of State for India in Council. The Original agreement is said to be with S.E, Karnataka Irrigation Circle, Dharwar.

Submitted for orders.

A.O. 19/X/61

1) Ref. Para 14 the A copy of the Agreement is at P 25-42 C.F. This may now be referred to the O.S.D. for further examination

19/10/61. OSD DS(S)

* Pages 25 to C.F.

MYSORE GOVERNMENT SECRETARIAT No. 7030 21 OCT 1961 P. D. (BUILDING SECTION)

In the copy of the agreement received from Divisional Commissioner, Belgaum there seems to be some typographical errors as follows: (22

The word 'thousand' occuring at page 4 should have been 'hundred'. So also the words 'thirty eight' and 'thirty six' occuring at page 10 in

Serial No.

the bottom portion seem to have been in c - changed wrongly, as could be made out from the context.

23) The Agreement entered into by the Secretary of State for India and the Gokak Mills Ltd., provides for supply of a) 17 cusecs on an annual payment of Rs.3,450/-, b) additional 51 cusecs at the rate of Rs.213 per annum per cusec, c) further additional supply of 68 cusecs at Rs.350 per cusec per annum and d) 1093 acres of land at annas 4 per acre per annum. All this is surely a nominal charge as was apprehended already.

24) The Gokak Mills have been enjoying a supply of 68 cusecs for a number of years. They have been of late demanding ~~for~~ the additional supply of 68 cusec

25) The exact contrivance on the river from where these flows are to be supplied by the lessor are stated to be the Government's head works of Gokak canals, i.e. the Dhupdal weir constructed some years before the agreement was signed - vide portion side-lined 'A' at page 5. Since these additional supplies are not available from the Dhupdal weir the Government is not bound to meet the additional demand for - 68 cusecs. In any case, this agreement cannot extend to new works such as Hidkal Dam and the Gokak Mills cannot claim application of this agreement for supplies from the Hidkal dam.

26) In case these demands were to be met from Hidkal dam, Government will have to seriously consider the economics of supplying these waters at a rate of Rs.350 per annum per cusec which works out to - Rs.23,800 per annum for 68 cusecs. 68 cusecs supplied for 365 days means 2.14 B.ft. At least 2/3 of it

*Note.*—Contn. Sheet

Serial No.

would have to come from stored supplies. Therefore at least 2/3 x 2.14 = 1.42 T.M.cft. of net storage would have to be provided at Hidkal Dam. Gross storage including allowance for evaporation losses would be about 10% more i.e. 1.56 T.M.cft. The live storage capacity of Hidkal dam is about 50 T.M.cft. and the final cost of the dam would be of the order of Rs.15 crores or so. This means the cost of storage per T.M.cft. would be Rs.30 lakhs. Therefore the cost of 1.56 T.M.cft. storage that would be required for supplying the additional waters to Gokak Mills would be equal to 1.56 x 30 = Rs.47 lakhs. The annual liability to Govt. even at 5% (4½% interest on capital and ½% maintenance) comes to 2.35 lakhs. As against this as per the water rates of Rs.350 per cusec the Govt. would realise only Rs.23,800 which means Govt. would be loser by over Rs.2 lakhs. per annum. Therefore it is not at all in the interest of Govt. to entertain this demand on the basis of water rates as per 1894 Agreement.

(27 Under the circumstances, the Government will have to refuse to make the further supplies as demanded as otherwise not only the irrigation on the Ghataprabha Project will have to be curtailed, but Govt. will have to sustain a very heavy loss annually.

(28 Taking advantage of the fact that the Secretary of State (i.e.lessor) is bound to erect and maintain storages and other works of ' adequate capacity and suitable and sufficient for the purposes of ensuring to the lessee the continuous supplies of water to which ..... they are for the time being and from time to time entitled', vide portion side-lined 'B'

WD 04559—GPB—PZS—2.00,000—1958

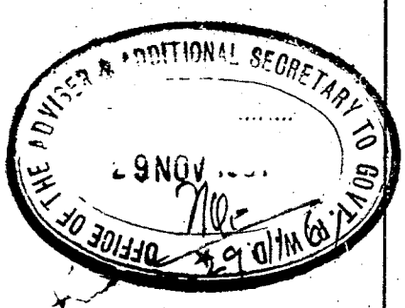
PWD 50 RG P60.



Serial No.

at page 5, the Gokak Mills may go in for arbitration in which case, Govt. will have to be well prepared. In view of the fact that the agreement has been entered into by the Secretary of State it needs to be examined how far such an agreement is binding on the people of India who were no party to the agreement. Such agreements entered into by the British Govt. have been repudiated by the people of colonial territories after attainment of Independence, on the plea that the people of the territory were no party to the agreements — one such instance is the Anglo-Egyptian Agreement regarding the Nile entered into in 1904 between Britain and Sudan. Soon after attainment of Independence, Sudan repudiated this agreement on the plea that Sudanese people were no party to the same and therefore it cannot be binding on them. Thereafter President Nasser of Egypt had to come to terms with Sudan.

29) This principle applies even to Cauvery Agreement with Madras in case Madras remains adament and does not concedes equitable rights to Mysore.




(B.G. Balekundry) 26/11/61
O.S.D. P.W.D.

Advisor

Secy

30 **The legal status of this agreement has to be examined by the Law Department. It is to be studied how far independent India is bound to honour the old**

*Note.*—Contn. Sheet

Serial No.

agreements entered into by the British Government and if Independent India has inherited the liabilities, to what extent these liabilities can be altered or adjusted with reference to new conditions created by independent India. I presume, this question must have been fully considered at the time the British Government decided to hand over the indian administration to the people of India. We have actually seen that the sovereignty of the princly states which was supposed to have been guaranteed by the British Government, was completely repudiated and the States have all been merged in the independent India.

31

In view of the vastly changed conditions between 1894 and the post-independent era, both politically and economically, the Government of Mysore would be well within their rights to suggest alterations and modifications in the agreement if not completely repudiate the agreement itself. While we have to honour the physical commitment already made, viz., supply that has been continuously given so far, I do not think we are bound to accept the liability of a future additiona supply at the rates and conditions that were laid down in 1894. Further supply of 68 cusecs that they are now asking has mostly to come from storage as the natural flow in the river does not leave that much or a good part of it for supply after meeting the requirements of irrigation. As has been pointed out by the O.S.D., the storage would cost about Rs 40.00 lakhs. Either the Gokak Mills will have to pay the cost of storage or pay the 5% interest on it per annum for the 68 cusecs they want. There is also another way of valuating the facility.

68 cusecs of water would normally irrigate

WD 04559—GPB—PZS—2.00,000—1958

PWD 50 CE 2 P 62



Serial No.

6,800 acres of land for a wet crop. Assuming that part of it could be paddy and part perennial crop like sugarcane, in almost equal proportion, the revenue that would be realised, would be approximately about four lakhs of Rupees at Rs 12/- per acre paddy crop and Rs 100/- per acre for sugarcane.

32 68 cusecs of water can produce at the Gokak Falss 870 K.W.of firm power. According to the old agreement, the amount payable by the Gokak Mills for the additional supply of 68 cusecs is Rs 23,800/-. ~~This xwarks xemixtex ex 3ix Rx P. xpexx Kx Wx Hx~~ Adding to this the production cost of the Gokak Power system which will approximately be about Rs 30,000/-, the total amount incurred by the Mills would be Rs 23,800 + 30,000 = Rs 53,800/-. And this works out to about 0.70 N.P. per K.W.H. This works out to about a fourth of the industrial tariff rate if the Sharavathi Power is supplied.

33 Considering from any point of view, viz., storage cost or the corresponding revenue return on irrigation or corresponding revenue return from power supply, the Government would be entitled to get from the Gokak Mills very much more than Rs 23,800/- per annum. If the mills goes to arbitration, we might put forward above pleas and more particularly the following and await their reactions. It must be remembered that irrigation has priority, particularly in this arid zone. That being so, we can ill-afford to give the 68 cusecs from the storage or from the ~~Reservoir~~ River to the Gokak Mills. In the alternative, we would be perfectly justified in offering them power from Sharavathi in lieu of the water supply and they must pay the industrial tariff rate for that

*Note.*—Contn. sheet

Serial No. 34

class of industry and in that area.

The reply given to the Gokak Mills Managing Agents on 3rd Feb., 1961 that the additional supply would be considered after construction of the Hidkal Dam, may give an impression that the Government is committed to supply the 68 cusecs or part thereof from the storage at Hidkal to conform with the clause in the agreement where the storage has been referred to. I think, it is necessary to give an indication to the Gokak Mills that they will have to come to fresh terms in regard to the additional supply they require.

M. S. THIRUMALE IYENGAR, 6/12/61
*Adviser to Government, PWD.*

Secy., )
P.W. & E. )

SECRETARY TO GOVERN... No..... 7 DEC 1961

THE ADVISER & ADDITIONAL SECRETARY TO GOVT. P.W.D. OFFICE OF No. Advr.21. 7 DEC 1961

35

Before we consider the case on merits, the legal position will have to be carefully examined. Wholesale repudiation of inconvenient agreements entered into before 1947 would no doubt be very useful to us and may even be morally justifiable. But the

VII 7378—GPB—PZS—8.00.000—1960

PWD 50 MGP 61.

Mysore Government Secretariat | File No. of 195 . | [App. F. III 2

| Serial No. | |
|---|---|
| | question is whether we have a legal right to do so. |
| | Law Dept. may kindly examine the Agreement and advise whether :— |
| | (a) Govt. is bound to give an addl. 6% Cusecs to the Coy. |
| | (b) the Agreement can be repudiated in toto and a new agreement insisted upon. |
| | (c) the ratio can be enhanced. |
| | P. L. [illegible], Secy., P.W. & Elecy. |
| | LAW DEPT. |
| | SECRETARY TO GOVT. No. M.D. 1941 8 DEC 1961 PUBLIC WORKS |
| Sn 3 | 36 Law Dept. |
| | PWD is requested to furnish the entire record of the Govt. connected with the engineering |
| 8 - DEC 1961 Registrar-I Law Department. | |

Note.—Contn. Sheet

PWD 50MGP60

File No. 1739 Laws of 195

Mysore Government Secretariat

Serial No.

d also the records relating to supplemental for Uperen.

(W. Arbl)
14 XII 61

(PWD)

W. W. [illegible]
S. [illegible]

SECTION TO GOVERNMENT
DEC 9 1961
14 DEC 1961
PUBLIC WORKS & ELEC. DE

) Refer para 36 above. As per orders para 14 supra we have obtained a of the agreement from the Divl: ers: Belgaum (Pages 24 — 42 CF) Law dept: wants to see the entire d of the Bombay Govt: Connected with final agreement and also the records ting to Suppl: agreement. this connection attention is invited Second para of the Divl: Comrs's letter a 24 CF in which he has stated that inal agreement dated 31.7.1894 is the S.E, Karnatak Irrn: Circle Dharwar. Hence it is for orders ether we have to addressed the Divl: rs: or the S.E for sending the quired records in view of importance urgency of the case.

Submitted for orders.

15/12/61

38) The Divl Comrs may be addressed with a copy to the SE NC Dharwar

16/12/61

39) Yes; urgent pl.

WD 04700—GPB—PZS—8,00,000—1958

Serial No.

40) Refer paras 39 on previous page, a draft is submitted for approval.

SAE
24/12/61.

41) Issue

27/12/61.

28.12.61

50 M G P 60

29/12/61

Sent 'B'.
Reminder will be issued on 15.1.62 to the Supdt: Comm: Belgaum & the S.E, I.I.C. Bhadravati.

AO
30/12/61.

i. Letter No. GTP/6311 dated 3.1.62 from the S.E, I.I.C, Bhadravati.

ii. Letter No. RB/REV.SR.24 dated 3/4.1.62 from the Divisional Comm: Belgaum

iii. Letter No. GTP/6420 dated 6.1.62 from the S.E, I.I.C. Bhadravati.

42) All the P.W.D may be perused with reference to our letter on page 45 C.F. In view of letters from S.E, Bhadravati, the S.E, G.P.C will be addressed to send the relevant records to the Govt: immediately.

A draft is also submitted for approval

SAO
16/1/62

Sent 'B'.
Reminder will be issued on 29.1.62 to the S.E, G.P.C [illegible] Prabha.

19/1/62

43) Issue

15/1/62

15.1.62

Despatched in No. P.W.D. 50 M.G.P.60
17th Jan 62

Note.—Contn. Sheet

20.1.62

P-1-0

12991334
M. 9.

File No. PWD 50 M & P 60 of 195.

Mysore Government Secretariat

Serial No.

4) A draft DO reminder is put up
to appl

Now 31/1/62. (45) Issue

Sd/- 31/1/62

Sd/- 7/2

Despatched in No. P.W.D 50 M.& P 60
Dated 6th Feb. 62
GA

i. Letter No. IRN/14158-60 dated 6.2.62 from the S.E, G.P.C, Hotaprabha.

ii. D.O No. IRN/14446-47 dated 9.2.62 from the S.E, G.P.C, Hotaprabha addressed to D.S & Copied to the C.E, D.P.

(46) Both the P.S.U.D may be perused. The S.E, G.P.C has sent the entire records to the C.E, D.P on 6.2.62 by registered Post and informed us endorsing a copy with reference to his letter at page 51 C/F.

Further Communication from the C.E may be awaited. Meanwhile this file will be placed in Srl 13 till 19.2.62, thereafter A.O he will be reminded if necessary.

14/2/62.

Sd/- 15/2/62 47) Sd/- 15/2

(48) A draft DO Reminder is put up for appl

Now Sd/- 21/2/62 49) Issue Sd/- 23/2/62

Reply received. No reminder is necessary.

WD 04700—GPB—PZS—8,00,000—1958

Sd/- 24/2/62.

PWD 50 MGP 60.

1641
K. I.

Mysore Government Secretariat | File No. | of 196 | [App. F. III 2

Serial No.

Letter No. GTP. 35/TA 3 dated 16.2.62 from the C. E, I. P, Mandi ab ad.

50) The P.O.D may be perused with reference to our letters at pages 45 and 51 C.F.

Refer paras 35 and 36 of the N.F. Now, the C.E, I.P has forwarded the original records pertaining to the Agreements between the Great W.P manufacturing Co. Ltd. & the Secy: of State for India as desired by us.

If approved, this may be referred to the Law Dept: with reference to their remarks in para 36 supra.

24/2/62.

24/2/62

K. B. MURARAPPA,
Deputy Secretary to Govt., PWD (Irrgn.)

L.D

24/2/62

Law Dept

Sec. 3

26 FEB 1962
Registrar-I
Law Department.

File is returned to PWD as requested

3/3/62

For the urgent remarks

Sec. 3

5 MAR 1962
Registrar-I
Law Department.

L D

5-3-62

K. B. MURARAPPA,
Deputy Secretary to Govt., PWD (Irrgn.)

Note.—Contin. Sheet

PWD File No. 50 MGP of 1960.

Mysore Government Secretariat

Serial No.

309/62 Law II

51) Law Department:

I remember that there was another file on this very subject and the opinion of thi Department has been furnished in the latter part of 1959 or early 1960. The said file may be obtained.

(C.S.WODEYAR)
Deputy Secretary,
Law Department,
March 15, 1962.

17.3.62

266/DSO/143-62

M.S.19

17 MAR 1962

PUBLIC WORKS & ELEC. DEPTT.

P.W.D.)
M.I.)

52) With reference to L. D's note in para 51 above, it is submitted that the file referred to by the Law Dept: appears to be file No. PWD 211 GDT 57 (vide paras 187 & 191 of that file). That file has been placed below file No. PWD 5 MGP 60. File No. PWD 5 MGP 60 has been submitted with a note for consideration and referring it to the Law Dept: separately. Therefore, it is for orders whether these papers may be returned to the Law Dept: for examination, if necessary after referring to the relative file placed below PWD 5 MGP 60

SAP. 26/3/62 26/3/62

(A) yes 31.3.62

(A)

WD 010152—GPS—PZS—8,00,000—1-10-61

Mysore Government Secretariat

File No. SOMGP of 1960.

[App. F. III 2

Serial No. 56

The file no PWD 5 MGP 60, (linked up with file no PWD 211 GIT 57), has been referred to L.D. by me on 21.3.62 (holding).

L. D)

21.3.62
P/ PWD(I)

Returned.

C. S. WODEYAR
P. W. D. Dy. Secy., Law Department.

Section III
T.V.
3 APR 1962
Registrar
Law Department
mML 6/4

518/DSO/11.5.62

57) This file is submitted as per orders of the Secy. PWD.

15/6/62. Secy(PWD)

15/6/62

58) Seen Thanks.

1) may kindly advise urgently.

15/6

By Secy (1).

(Shri C. S. Wodeyar)

P. J. FERNANDES,
Secy., P.W. & Electy.

GOVERNMENT OF MYSORE
M.9.1001
16 JUN 1962
PUBLIC WORKS & ELEC. DEPTT.

642/DSO/18.6.62

Note.—Contn. Sheet

Serial No.

59) Law Department:

~~With~~ Reference to the points raised in para 35 above, According to the agreement in question, the Government is bound to give an additional 68 Cusecs of water to the Company. The agreement cannot be repudiated. By the Indian Independence Order, 1947, such contractual liability survives. Article 294 of the Constitution also fastens such contractual liabilities, rights and obligations on the State. In Krishan Saran Vs. State of U.P. -- A.I.R. 1957 Allahabad 455, it is held that the obligations and engagements made by the East India Company became the obligations of the Government of India under the Government of India Act, 1858, and the obligations and engagements of Her Majesty or His Majesty became the obligations of the Republic of India under the provisions of Article 294 of the Constitution and the Sannad granted by Warren Hastings in respect of the ferry must be upheld even to-day unless it is taken away or destroyed by some valid law. Therefore, it is evident that the agreement in question cannot be repudiated, however inconvenient it may be and the Government is bound to comply with the terms of the agreement. It is open to legislate on water rights. How far such a legislation can be undertaken to affect the rights created by the contract shall have to be examined and any adverse effect upon

WD. 010154 - GPR - PZS - 8.00.000 - 1-10-61

PWD 50 MGP 60

Mysore Government Secretariat

File No. 536 of 196 .

[App. F. III 2

Serial No.

such rights shall have to be compensated, even if taken away by legislation. Thus, as the matter now stands, the agreement has to be recognised. The ~~rights~~ rates cannot be enhanced unilaterally against the terms of the contract. However, by explaining the change in circumstances, a reasonable settlemen may be mutually arrived at upon the rates to be paid for sud a supply.

(C.S.WODEYAR)
Deputy Secretary,
Law Department,
JUNE 26, 1962

M.I for 28/6/62

642/D50/18.6.62

PWD
MI.

60) Submitted for perusal of the remarks furnished by the Law Dept w.r. to para 35 of the notes and orders.

29/6/62

Secy(W&E)

39/6/62

SECRETARIAT TO GOVERNMENT
NO .....
3 JUL 1962
PUBLIC WORKS & ELEC. DEPTT.

61) C.M. may kindly see. An important policy decisio has to be taken in this case.

62 The Gokak Textile Mills which was set up in Belgaum District at the end of the last century had arrived at an agreement with the then Government of Bombay between the years 1894 and 1897. Amongst other points, the Bombay Government had guaranteed the supply of 68 cusecs of water to the firm for the purpose of generating their own hydro-electric

*Note.*—Contn. Sheet

power. This water was being supplied from the Dhupdal weir and is being picked up by the Mills at a small anicut which they have constructed near their premises. Another clause of the agreement states that the Company would be entitled to get a further 68 cusecs on requisition. They have now asked us for the continuance of the agreement, that is to say for the continuance of the existing 68 cusecs and also they claim for the additional 68 cusecs as they wish to increase their power generation.

Serial No.

63) In normal circumstances there may have been no difficulty in conceding this request as the water is available in Ghataprabha river for this purpose. We have now taken up the giant Ghataprabha project with a dam at Hidkal. Once Hidkal dam is completed there will be practically no water in Ghataprabha river during the dry months. The water will be stored in Hidkal and will be diverted into the irrigation channels for the ayacut of the project. The question then arises as to how we are to meet our commitments under the agreement and whether we are in a position to concede the further request for another 68 cusecs.

64) The matter has been examined from the legal point of view and the Law Department have clearly expresseed the view that this Govemment is bound by the agreement signed between the Secretary of State and the Company. That is to say, we are bound to the guaranteed 68 cusecs of water and and we are also under obligation to provide for an additional 68 cusecs which they now demand. It is only by a legislation that we can get out of

WD-016154-GPB-PZS--8.00.000--1-10-61

this agreement. The legal position is therefore clear and we have no pption but to agree. Regarding the rates to be charged the Law Department has not given a very clear view but they have suggested that a reasonable settlement could be arrived at by negotiations.

From the point of view of administrative policy the following factors may be taken into consideration:-

(1) We are at present suffering from a very acute power shortage and if the Company were to ask the Electricity Board to supply the required amount of power we are not in a position to do so. Even if the first stage of the Sharavati Project is commissioned, practically the entire power which will be generated by the first two units has been fully committed and there will be no power to give to the Gokak Mills. Therefore, when the Mills come with a proposal for generating their own power, I think we should think twice before rejecting the suggestion.

(2) The water which is consumed for power generation by the Mills is once again discharged into the Ghataprabha river and therefore Government does not lose this water. The water could be picked up at the junction of Ghataprabha and Krishna where we are going to construct the Alamatti Dam (Upper Krishna Project).

(3) We have to consider not merely the requirements of irrigation but also the requirements of industry, if a Comprehensive agro-industrial policy is

to be followed by this Government. It is no doubt true that to give 68 cusecs of water to the firm, water will have to be allowed from the Hidkal reservoir. This will mean a proportionate reduction in the ayacut of the Ghataprabha Project. Approximately the loss to irrigation will be about 6800 acres. I may mention for C.M's information that in the case of Kabbini Project we have taken a decision to give water to the National Rayons Co. although this will mean a reduction of the ayacut in Kabbini.

66) For all these reasons, I am of the view that we should honour our legal commitments and agree to continue the existing 68 cusecs plus an additional 68 cusecs for power generation by the Company. I believe C.M. is aware that this Textile Mills is one of the oldest in the country and has done yeomen service in the Bombay Karnatak area, particularly at a time when no industries were prepared to come to this area.

67) On the question of rates I have had preliminary discussions with the representatives of the Company I fnformed them very clearly that any additional water allowed to them would be at the cost of irrigation and the Company certainly should not allow Government to be in a position of loss. For every acre of irrigated land Government is entitled to a certain water rate and therefore the Company should be willing to pay us rates which would be equivalent to the amount which we would collect for water given for irrigation purposes. The representatives of the Company informed me that they would be willing to negotiate on this basis.

~~Orde~~

68) Orders of C.M. are required -

(a) whether we should intimate the Company that 68 cusecs at present given will be continued and an additional 68 cusecs would also be given from the Hidkal reservoir;

(b) whether we should pursue negotiations with the Company for the fixation of a reasonable rates taking into consideration the losses in irrigation.

Chief Secy.

C. M.)

P. J. FERNANDES,
Secy., P.W. & Elecy.

R. J. REBELLO,
Chief Secretary.

70) Get the Gokak Mills representative and we will discuss.

Ly PWD

CM may kindly indicate a suitable date and time for the meeting. The Gokak Mills representative will have to come from Bombay. We will therefore, have to give them at least 10-15 days notice.

CM.

P. J. FERNANDES,
Secy., P.W. & Elecy.

P.S. may fix date of issue after 15 days.

8/62

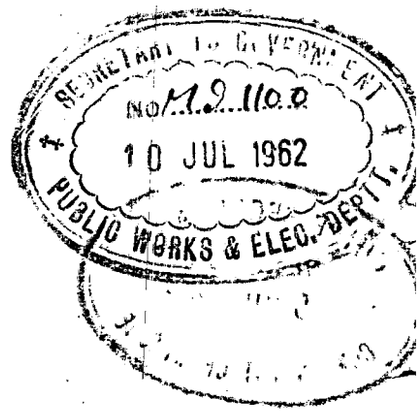
73) On 20th July at 11 A.M.

1985/GRS

9/7

P.S.

Secy PWD)




Put up draft letter to the Chairman for issuing same for discussion with CM — under my signature

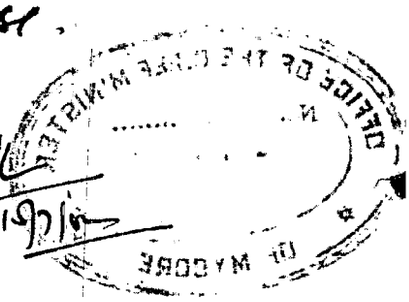
✓

7/7

75)

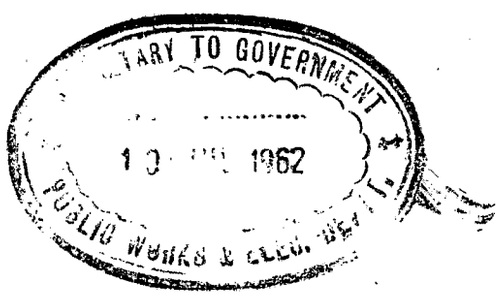
Draft letter issued for appr.

10/7/62 Secy PW&E)



76)

10/7/62




77) Letter to the Chairman, Board of Directors, Gokak Mills has been issued — vide p. 62 ante. Now, this file may be

Serial No.

Resubmitted to the Secy. PWD per reference at the time of the proposed discussion 20.7.62.

Sig 13/7/62 Secy PWD

18) The reply to letter at page 62 of is awaited

Sd 17/7/62

SECRETARIAT TO GOVERNMENT
NO. M 21165
17 JUL 1962
PUBLIC WORKS & ELEC. DEPTT.

19) Shri Gunk called me confirming the appointment. I prepare a self-contained note indicating the various points for decision. all matters relating to Gokak Mills should be covered

√

17/7

JS(D)

20) A note is submitted

Sig 19/7/62

21) Secy PWD

19.7.62

22) The question of supply of additional quantity of water to Gokak Mills was discussed in the Chambers of

Note.—Contn. Sheet

Serial No.

the Chief Minister on 20-7-1962 with the firm's representatives. During the discussions, the Secretary, PW&E, Officer on Spl. Duty, (PWD), Dy. Secretary, Finance Dept. (Sri N.S. Bharath) and Dy. Secretary, PWD(I), were present.

83) The firm's representatives stated that they need an additional 136 cusecs of water, in addition to the present 68 cusecs that they are drawing, to keep the machinery ~~that~~ they have into operation for purposes of generation of power. As per the Agreement, they have to pay a rate of Rs.350/- per cusec per year for the additional 68 cusec. But, however, they offered a rate of five times the above rate i.e. a rate of Rs.1,750 per cusec per annum for the extra quantity of water. They stated that they will have to be assured of continuous supply of water and that in case Government is unable to give the continuous supply, they should be proportionate reduction in the amount to be paid by them.

84) During the discussions, it was brought out that this additional supply of 68 cusecs can be made available to them by about the end of 1965, when the construction of Hidkal Dam would progress sufficiently so as to allow this quantity of water below the Dam. When the firm's representative pressed for the other additional 68 cusecs, the Secretary, PW&E stated that the Government could consider their request favourably and supply this quantity for a period of about 10 years only i.e., till such time the irrigation under the Ghataprabha Project would develop

WD-010154-GPB-PZS-8,00,000-1-10-61

Serial No.

fully and thereafter this additional quantity of 68 cusecs would have to be withdrawn.

95) Hence, the two points to be decided in this case are -

1) the additional quantity of water that would be made available to the firm;

2) the rate at which the water could be supplied.

As regards the first point, we can supply an additional 136 cusecs for a period of about 10 years and thereafter only 68 cusecs could be supplied.

96) As regards the second point i.e. about the rate of supply, the Law Department have clearly stated that we do not have a strong case and if the firm insists upon the Agreement being adhered to, it might be that we have to supply water at the agreed rate of 350 per cusec per annum. It was on this score, it was felt desirable to negotiate with the firm's representatives and arrive at a suitable rate. The actual rate based on storage has been worked out and it comes to about Rs.3,450 per cusec per annum viz. about 10 times the rate mentioned in the Agreement.

97) After some discussions, the Chief Minister stated that a rate of Rs.2,500 per cusec per annum would be reasonable considering both the interest of Government and the firm. So it was agreed that this rate might be adopted for the supply of additional 68 cusecs of water. This is, of course, subject to the conditions

*Note.*—Contn. Sheet

Serial No.

stated by the firm viz. that continuous supply has to be assured and in case of shortage of supply, the proportionate reduction would be made in the amount to be paid by the firm. A supplemental agreement will have to be drafted in consultation with the Law Department. A

88) For perusal before forwarding the file to Finance Department for concurrence.

21.7.62

(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Department (Irrigation)

MYSORE GOVERNMENT SECRETARIAT 4238 23 JUL 1962 P.W.D. (BUILDING SECTION)

OSD, PWD
SECY. PW&E

89) The supplemental agreement should make it clear that the clauses governing the rates & obligations regarding the 2nd & 3rd GS cusecs & supply in the original Agreement are superseded by this supplemental Agreement.

Secy

24/7/62

Special Duty

SECRETARIAT TO GOVERNMENT Md 1198 25 JUL 1962 PUBLIC WORKS & ELEC. DEPTT.

90) CM may pl. confirm.
We will accordingly inform the firm officially

2422

24/7

25/7

P. J. FERNANDES,
Secy., P.W. & Elecy.

WD-010154-GPB-PZS-9,00,000-1-10-61

SECRETARIAT 27 JUL 1962 PUBLIC WORKS & ELEC. DEPTT.

C.M. 91) 26/7/62 92) Draft letter to the firm.

21/7

93) Minute no. VSM 1069 dated 21.7.62 from the Chief Minister, Govt of Mysore

94) Letter dated 23.7.62 from the Chairman, The Gokak Mills Ltd.

95) Letter dated 25.7.62 from the Chairman, The Board of Directors, The Gokak Mills Ltd. - forwards a copy of the decisions arrived at, at the discussions held on 20.7.62 regarding supplies of water etc.

96) Submitted for perusal the letter dated 25.7.62 received from the Chairman Board of Directors of the Gokak Mills Ltd forwarding a copy of the decisions arrived at, at the discussions held on 20.7.62 and requesting to confirm those decisions for order - Ref paras 90 to 92.

of 3/Aug

97) The record of the discussions with the Mill Representatives and confirmed by C.M. may be seen at paras 82 to 91 Cr. with reference to that the Company's letter at P 83-84 Cr may please be perused. The decisions at the meeting

as indicated in the Company's letter are at variance with the decisions confirmed by the C.M. Hence ~~the Statement~~ a Statement showing comparatively the record of decisions as confirmed by C.M. and as indicated in the Company's letter is placed below at pages 85-86 C/F. A blank column has been kept in the Statement for indicating the final shape in which the record of decisions has to be communicated to the company as per para 92 above.

It was agreed that a rate of Rs.2,500/- per cusec per annum should be levied for the additional 68 cusecs of water. The Gokak Mills in their letter have stated that this rate is applicable to additional 136 cusecs of water. Perhaps we may agree with the firm.

They have also stated in the letter that the Government will permit the company to raise the height of the pick-up weir by 1 foot. This was also discussed informally at the meeting held in the Chambers of the Chief Minister and it was agreed to.

100) The company has stated in its letter that by th
agreement between Govt. and the company the continuous supply of water specified i
the agreement can be converted into an intermittent
supply of appropriate cusecs, the total volume of
supply remaining unchanged. I do not remember that
this point ~~have~~ having been raised during the discussions.
But however we may agree to this condition as this
will be done only on mutual agreement between Govern-
ment and the company. Other points mentioned in
their letter are in accordance with the ~~discussions~~ decisions
arrived at the meeting. For perusal before addressing
the company. (pl. refer statement at pages 85 and 86 C)

24/8/62

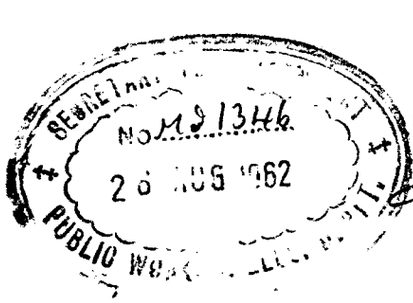
(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Department (Irrigation)

Letter dated 31-7-62 received from the Company on the subject is also placed below. Page 81 CF.

~~O.S.D., PWD~~
SECY. PW&E

101) Para (2) ~~(6)~~ of the Gokak Mill's letter has a bearing on what is recorded by D.S. (I.) @ para (84) of TNF. However what was intended to be flexible, the ~~Mills~~ have tried to make it rigid. We may confirm ~~the~~ it in ~~the following words~~

102) We may confirm the para (5) also, after ammending the last clause to "..... the total volume of supply per diem remaining unchanged since what was alluded to was the diurnal variation in the requirements of turbines




103) But all the above is in supercession of the relevant provisions in the old agreement, 24/8/62

Secy
communicate
(103) our concurrence

24/8 DS(9) xxx

104) A draft put up for Consideration

105) Issue

Issued

Encls.....Nil.....

Date.....4.9.62

106) Notice has been issued to the firm as at Pages 91+92 CF. A draft Agreement will now have to be drawn up as suggested at para 84. The file may please be referred to the Law Dept for furnishing a draft of the Agreement.

Law 3 NMM 1374

15 SEP 1962

Registrar-I

Law Department.

107) Law Dept

LAW DEPARTMENT:-

108) Reference para 106 of the notes. The PWD is requested to furnish the draft for scrutiny and as also to clarify the following points:-

(i) who will bear the expenses connected with the arrangements for the intermittant supply of additional water;

(ii) the expression 'deficiency' or 'short supply' is not defined in the present agreement. Whether the definition given in the earlier indenture dated 31-7-1894 should cover this agreement also.

(iii) In condition No.2 of the Government letter at page 89 c/f it is stated that after 10 years of the completion of Hidkal dam or earlier the Govt. will make available to the Company, the 68 cusecs provided the Govt. do not require the water for irrigational purposes. It is not clear as to who should decide whether or not the water is required for irrigation.

FWD 50 MGP 60

1374
Law III

(iv) A copy of the indenture dated 12-4-1920 may kindly be made available.

21/9/62
(W.V.Arbatti)
Under Secretary to Govt.
Law Department.

PWD).

Records.

21/9/62.

110) A letter as per instructions of the D.S. is put up. After issue action will be taken on para 108.

XXX
RS
21/9/62

111) For perusal before issue

25/9/62

25/9/62

Sd/-

Sd/-

109) Letter dated 15-9-62 received from the Manager on the telegram is also placed below.

4849
26 SEP 1962

112) Before writing to the firm, we should consider the points raised by L.D. in para (108), regarding which the position seems to be:—

(108)(i): There would be no additional expenditure involved in supplying the additional water & therefore there is no question of bearing the same.

(108)(ii): deficiency needs to be defined.

(108)(iii): Decision to be done by Govt., & this decision would be final.

M 2 1/4738

also may be in CO: to avoid letter in file.

29/9

DS(9)

Sd/-

Sec'y

U. G. [illegible] 28/9
Officer

114) With reference to para.108 NF the replies to several points raised by the Law Department are as follows:-

(1) There would not be any additional expenditure involved in supplying additional quantity of water to the Gokak Mills. In case any additional expenditure is involved in the distribution of water in the factory premises, it is upto the factory to bear the expenses of such distribution;

(2) Any supply which falls short of the additional supply of 68 cusecs may be defined as deficient or short supply;

(3) It is the Government of Mysore that decides whether or not the water is required for irrigation and that decision is final and binding on the part of the company.

115) The Section may please put up a draft letter to be addressed to the firm in modification of the one put up at page 95-96 CF incorporating the points mentioned above. The draft will have to be shown to the Law Department before issue.

4/10/60

(K.B. Murarappa)
Dy. Secy. to Govt. P.W.D. (Irrgn.)

M.I., PWD)

116) Another draft is put up

6/10

117) LD may pl see before issue of the letter

6/10/60 as proposed. They may particularly indicate

their view in regard to item (ii) in para 108, the

advisability of retaining the definition of "deficiency or

Short Supply" as in the agreement of 1894, or as

PWD 50 MGP 60

Mysore Government Secretariat

File No. Law III 1496 of 196 .

[App. F. III 2

Serial No.

Law 3 NM

11 OCT 1962 Law Department

1496

1352 | 2.11.62

MYSORE GOVERNMENT SECRETARIAT No. CR 2140 5 NOV MD PUBLIC WORKS BRANCH

PWD 153 | J.S/62 6/11/62.

indicated in item (4) of the draft letter.

LD

K 4.11.62

118) The draft letter is in order and it may be approved.

(Rw. 8).

S.V. Gopala Reddy
Joint Secretary, Law
3.11.62

3/11/62

119) For appl. to issue the letter

Jt. Secy (PWD)

6/11

120) Issue the letter

D. S. I

7.11.62

Ex. Nil
Dy. 13.11.62

7/11

121) Letter has been issued to the firm. For orders whether we may await a reply from them or we may refer the file to the Law Deptt for furnishing a draft of the Agreement.

Ref: para 108 above

122) For to furnishing a draft agreement

16/11/62 LD

17/11

MYSORE GOVERNMENT CR 2847 20/11/62

Law 3 NM

Note—Contd. on Sheet

Registration Branch

PWD 50 MGP 60

File No. 1268 Law 3. of 196

Mysore Government Secretariat

Serial No.

Law Dept.:

123) The Addl Secy may furnish a draft for scrutiny by this dept after the reply is received from the Company

OLD

W. V. ARBATTI,
Under Secy., Law Dept.

23.XI.62

Contd Proceedings

M9
24.11.62

Letter dated 22-11-62 from the Managing Agents, The Gokak Mills Ltd., Bombay on the subject.

124) Submitted for perusal w.r. to the letter at Pages 99 and 100 CF. and orders.

24/11

125) All the materials required for drafting of the Agreement are available in the file. The previous agreement is also available. It is for the Legal Department to furnish a draft of the Agreement, as that Dept is conversant with the legal terminology. The Law Department may therefore be requested to draft an Agreement as already requested - Ref para 123.

1/12/62

126) The points mentioned by the Mills in their letter dated 22.11.62 will be confirmed first before the file is sent to Law.

4/12

4/12

127) 11.12.62
M. A. SUBHAN KHAN,
Jt. Secy. to Govt., P.W.D.

128)

WD-010154—GPB—PZS—8,00,000—1-10-61

129) Addressed re

13/12

...M.9..18.36
...DEC 1962
PUBLIC WORKS & ELEC. DEPT.

PWD 50 MGP 60
11.12.62
486

Serial No.

130) A draft is put up.

15/12/62

131)

15/12/62

12/12

End. Rs. 24-12-62

132) Letter issued to the firm. The file may now be referred to the Law Deptt for taking necessary action as indicated in para 125.

21/12/62

133 L. D)

31/12

Law Deptt.

(Law 3 nos)

27 DEC 1962
Registrar-IV
Law Department.

134) The administrative deptt is requested to put up a draft of an agreement for scrutiny. The terms and conditions of the agreement have to be specified by the Admn Deptt and the deptt will examine the legality, propriety and validity of those terms and conditions.

(Conditions & Requirements)

8 L 62)

W. Ambi
28/XII/62

29/12

135) Submitted for perusal para 133 above.

Note.—Contn. Sheet

File No. PWD 50 MGP of 1960.

Mysore Government Secretariat

Serial No.

It has already been made clear in ~~previous~~ that though all the materials are available, it has not been possible for the Depot to draft an agreement, involving legal terminology etc. The Law Dept have again returned the file for furnishing a draft of the agreement for orders. - Ref paras 125 & 132

JOINT SECRETARY TO GOVT No. 25 5 JAN 1963

4/1/63

Joint Secretary

136) Return the original A.Bs to the Divisional Commissioner and also copies of relevant subsequent correspondence and request him to forward the draft A.Bs.

D.S.I.D) 7.1.63

A.B = Agreement Bond

137) Addl Divisional Comm

7.1.63

138) A draft is put up.

9/1/63

139) Encl: 9 copies of letter and Boundary Book

Date 10.1.63

11/1/63

See B' till 28/1/63

WD-010154-GPB-PZS-8,00,000-1-10-61

23/11

Mysore Government Secretariat

File No. RD 50 MGP 60. of 196

[App. F. III 2

Serial No.

Letter no. RB. REV. SR. 74 dated 24.1.63 from the Divisional Commissioner, Belgaum on the subject:

140) Submitted for perusal. Draft of the Agreement will be awaited from the Divisional Commissioner.

141) S. w. A.

Sd/- 2/2/63

Sd/- 2/2/63

Letter no. RB/REVSR-74 dated 28.2.63 from the Divisional Commissioner, Belgaum On-forwarded copies of draft agreement.

142) Submitted for perusal w.r. to para 136 & 137. May be referred to the Law Dept w.r. to para 134 for taking further action. 143) pl. refer para 123 & 134

Sd/- 7/3/63 L.D.)

Sd/- 8/3

R. B. MUDARAPPA,
Deputy Secretary to Govt.

144) The draft agreement is correctly suitably

P.A.S.)

15.3.63.
S. V. PAPA REDDY,
Joint Secy. to Govt.,
Law Department.

145) Submitted for perusal. The draft Agreement

Original Agreement retained (Bond No. 378/63) for reference in file relating to para 134.

MYSORE GOVT. SECRETARIAT
11 MAR 1963
SEC. 3
DEPTT. (REGISTRAR II)

592 | 15

SECRETARIAT TO GOVERNMENT
No. 365/19
18 MAR 1963

Note.—Contn. Sheet

Serial No.

has been corrected by the Law Department in pencil. Some portion of the agreement has been scribbled and it is not possible to make out what exactly is the correction effected. As this is a very important agreement which has to be executed, Law Department may be requested to make available a typed copy of the Agreement for taking further action.

146) L.D. may kindly give us a fair typed draft of the agreement after incorporating the corrections made by the

L.D.)

147) Draft agreement as approved is typed & placed in the file.

G.L.D.) 17/6/63.

148) Submitted for perusal copy of the draft agreement as finalised by the Law Deptt. If approved copy of the Agreement will be forwarded to the Divisional Commissioner, Belgaum for getting it executed.

For orders.

149) The draft agreement as

MYSORE GOVT. SEC. 22 MAR 1963 LAW DEPTT. (REGISTRAR I)

SECRETARY TO GOVERNMENT No. PWD 866 8 JUN 1963 PUBLIC WORKS & ELEC. DEPTT.

445

*Pages 140-142 CF

Serial No.

revised by the Law Dept- is for perusal. Clause 4 of the agreement as revised by L.D. is particularly for perusal with reference to item 4 on page 92 ct. Further, it is not clear whether the communications at pages 1-4, 83-84, 87, 91-92, 93-94, 99, 101-102, 104 and 105 of the case have been kept in view by the L.D while revising the draft agreement. Submitted for orders. ~~orders~~

150) For favour of necessary action

20/6/63 L.D.

4/6

151) Clause IV of the agreement has been examined by this department at the time of approving the draft.

U. NARAYANA RAO,
Joint Secy., Law Deptt.

SECRETARY TO GOVERNMENT
No.....
27 JUL 1963
PUBLIC WORKS & ELEC. DEPT.

SECRETARY TO GOVERNMENT
No PW 1142
29 JUL 1963
PUBLIC WORKS & ELEC. DEPT.

MYSORE GOVT. SECRETARIAT
No 1310
22 JUN 1963
LAW DEPTT. (REGISTRARY)

Submitted original agreement Bond plan & below.

20/6/63

P.W.D

22/7/63.

Note.—Contn. Sheet

1747/52

Serial No.

152) Submitted for perusal. Orders are required on para 148 of the notes.

Ref: paras 142 – 151 above

30/7

30/7/63

153) Put up a draft letter to the Divisional Commr., Belgaum

2/8

(154) A draft is put up for consideration.

5/8

For perusal before issue

5/8/63

5/8

Secy P.W.& E.)

6.8.63

M. A. SUBHAN KHAN,
Jt. Secy. to Govt., P.W.D.

JOINT SECRETARY TO GOVT. No 2221 - 6 AUG 1963

SECRETARY TO GOVERNMENT No ..... 1963 PUBLIC WORKS & ELEC. DEPT.

155. Kind attention is invited to paras 82 to 91 which refer to the decisions arrived at after a discussion held with the representatives of the Gokak Mills in the

WD-010154-GPB-PZS-8,00,000-1-10-61

Serial No.

Chambers of C.M., in regard to the supply of additional 136 cusecs of water to the Firm for generating their own hydel power. A draft of the agreement-bond has been prepared in consultation with L.D which may be perused at page 140-142 the Clause 8 of the draft refers to the State Govt. agreeing to the company raising the height of the pick-up weir by one foot. This condition does not find a place in the minutes of the discussion recorded in paras 82 to 88 ante which have been approved by C.M., although, it appears,

Note.—Contn. Sheet

Serial No.

such a condition was agreed to. (vide para 9 ante). This is for favour of confirmation.

15b) The draft agreement may also kindly be approved.

8/8/63
CHANDAPPA PATEL,
Secy., P.W. & Elecy. Depts.

C.M

15c) I do not remember that we agreed to the said proposal. We will discuss this with representatives from mills & then come up to me along with the implications of such a rise in level.

14/8/63
S. NIJALINGAPPA
Chief Minister

Secy P.W.D)

15d) Pl. arrange.

16/8

DS(I)

SECRETARY TO GOVERNMENT No MD 1224 1963 PUBLIC WORKS & ELEC. DEPTT.

OFFICE OF THE CHIEF MINISTER 4576 13 AUG 1963 BANGALORE

SECRETARY TO GOVERNMENT No. 16 1963 PUBLIC WORKS & ELEC. DEPTT.

17/8

WD-010154—GPB—PZS—8,00,000—1-10-61

Serial No.

159) Discussed with the Secretary, P.W.&.E.

160) The Hon'ble Chief Minister could not attend the meeting at 11.00 A.M. as scheduled on 20-7-1962. He joined the discussion later on. Before the Chief Minister arrived, the officers started discussion on this subject and when the firm representative requested permission of Government to raise the height of the pick-up weir by one foot, the O.S.D., PWD who was present at the meeting stated that we could give permission, as it would not involve any financial implication on the part of the Government. It was also felt that this raising of the pick-up would be necessary to ensure that the required quantity of water reaches the premises of the Gokak Mills. It does not mean by raising of the pick-up by one foot, the firm is entitled to draw more water than the prescribed quantity of water. There are no other implications, in raising the wasteweir by one foot. As this was purely a technical point without any financial or other implications, Government permitted raising of the pick-up by one foot.

161) The Chief Minister may kindly ratify the decision taken in this regard. As the Secretary, PW&E desired that this file is to be put up through the O.S.D., (PWD) the O.S.D. may see for remarks.

19.8.63
(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Department (Irrigation)

MYSORE GOVERNMENT SECRETARIAT No. 3192 19 AUG 1963 (Building Section)

162) O.S.D., PWD
SECRETARY, PW&E

MY 1270.

163) Does the raised wasteweir submerge any land under occupation? pl also discuss on 21.8.63
OSD. Ch 20/8

Note.—Contn. Sheet

File No. of 196 .

Mysore Government Secretariat

Serial No.

1) Discussed ... Was decided that ... subsequence if any ... liability ... that ... Cove in the event ... raising ... pick-up by ... should be ascertained from C.E. (IP). ... liabilities should be borne by E. Mills ...

166) Secy. also agreed that we are no longer ... position to ... commit to the date ... 1966 ... completing tickd dam ... supplying water to the Mill. Therefore, it was decided that the date ... 1966 should be deleted from the draft agreement. Deletion, Corrections are effected by line.

21/8/63

D.S. (I)

S. G. BALEKUNDRY,
Officer on Special Duty,
Public Works Department.

8) For appl to the draft ... and the letter ... as modified by ...

D/S para (1)

Secy para 8)

Discussed with D.S.

put up a draft letter ... para 8)

21/8

10) Draft put up for consideration

11) Am entirely revised draft ...

x) Further, it is noticed, the Gokak mills want the clause regarding raising the weir by one foot. They have not stated whether this is meant to regularise the raising done in the past contrary to the provisions of the old agreement. This should be got clarified from the firm. If that be the case the wording of the clause may change to "Govt. agrees to the action taken by E. Mills to raise the weir by one foot ie to R.L. ..."

21/8

21/8

D.S. desired to see this file again. Hence put up.

22/8/63

WD-010154—GPB—PZS—8,00,000—1-10-61

Mysore Government Secretariat | File No. of 196 | [App. F. III 2

BRD 50 MGP 60

Serial No.

as placed below for Consideration and appt.

51/OSD 2-9-63

17) For appl

27/8/63

O. J. D. 17) 2/9

31.8.63

D.S. (I)

17A) Submitted

3/9

Despatched in No. P.W.D. 50 MGP 60
Dated 2/9/63

Issued

Dated 2.9.63

Subs B' Remd on 15.10.63

17B) A reminder to CE (DP) to be sent up.

11/11

17C) Submitted

11/11/63

Letter no GTP. 35 ITA 3 dated 18.12.63 from the CE (DP) on the subject.

Subs B' Remd on 10.01.64

17D) Submitted for perusal. Further report will be awaited.

Note.—Contn. Sheet

nB Rq 15.1.64

17E) Submitted

File No. PWD 50 MGP of 1960.

Mysore Governm
Secretariat

Serial No.

Notice no. RB/REVSR-TA dated 18-1-64 from the Divisional Commissioner, Belgaum Div on the subject.

179) Submitted for perusal. Report called for from the CE (RP) is awaited. An interim reply is put up for approval

P 144 CF

P
28/1/64

180) Issue & put-up to D/S for perusal

29/1/64

Issued
Dated 11-2-64

181) Issued and put up w.r to para 180 above.

P
1-2-64

182) Pl. remind (E 10) by a DO letter as from Secy.

1/2/64

183) Draft put up

P
7-2-64

184) The draft D.O. reminder at P 146 CF. is put for approval of the Secy. PWD

P.A. to Secy PWD

7/2/64

185)

Issued
Dated 7-2-64

SECRETARY TO GOVERNMENT
No .....
7 FEB 1964
PUBLIC WORKS & ELEC. DEPT.

WD-010154—GPB—PZS—8,00,000—1-10-61

Serial No.

186) Report called for from the CE (SP) has not been received so far. For orders whether another reminder may be put up as from the Secretary to Govt, Prod.

187) Yes pl.

188) A draft is put up

189) Issue as for me.

190) Another reminder is put up

191)

Notice no. GTP-35/TA dated 6-5-64 from the CE (SP) on the subject.

192) Submitted for perusal. Further report will be awaited.

193) Yes

Seen; sent yesterday.

Note.—Contn. Sheet

Serial No.

194) Another reminder is put up.

24/7/64

195) Issue

21/7/64

**Issued**

dated 24/7/64

Letter no. GTP-35/TA-3 dated 28.7.64 from the CF (DP) on the subject

196) Submitted for perusal. Further report will be awaited. See A. — Reminder on 24.8.64.

31/7

31/7/64

197) 1/8/64

198) Another reminder is put up

24/9

10/9/64

ISSUED

Dated 15.9.64

199) Issue

11/9/64

Letter no. RB/IRR-10 dated Sept 64 from the D.C. Belgaum District on the subject.

200) Submitted for perusal. Report called for from the CF(DP) has not been received

Serial No.

here yet through it is over one year since in spite of issue of several reminders. The question of finalising the Agreement with the Gokak Mills Ltd is held up for want of a report from the CE (OP). If approved the D.C. will be informed that the draft agreement is being finalised in Consultation with the CE (OP) and that orders of Govt be awaited. A draft is also put up.

22/9/64

22/9/64

201) 22/9/64

25.9.64.

202) A reminder is put up

17/11/64

203) 19/11/64

**ISSUED**
Dated...23/11/64

Letter no. GTP/35/TH3 dated 24-11-64 from the CE (OP)

204) Submitted for perusal. Further report will be awaited.

Sub A — Received on 20.12.64.
26/11/64

Note.—Contn. Sheet

Serial No.

Letter no. GTP/35/2180/TH3 dated 9.12.64 from the CE(DP) on the subject.

206) Submitted for perusal. A copy of the letter of the S.E., Karnataka Irrigation Circle required by the CE(DP), which were sent with this letter dated 25.11.64 will be sent. A draft is put up.

CW.

207) Pl. re-examine as discussed.

15/12/64

208) The draft is modified and put up.

16/12

16/12/64

209)

18/12

Issued

Dated 18/12/64

Rm 16/12/64

Letter no. GTP-35/TH3 dated 5.1.65 from the CE(DP) on the subject.

210) Submitted for perusal. This has been sent w.r. to the points raised in this office letter dated 7.9.63 at Pages 138 & 189 CF

Serial No.

and with reference to paras 155 to 168 of the notes. For orders as to the further action to be taken.

7/1/65

211) Pl put up a detailed typed note for perusal of Secy. P.W.D. & C.M.

8/1/65

212) As per the terms of Agreement entered into with the ex-Bombay State, the Gokak Mills Ltd, is being supplied 68 cusecs of water from the Dhupdal Weir and water is being picked up by the firm at a small anicut which they have constructed near the Mills. The firm is also entitled to get a further 68 cusecs of water on requisition. The firm were representing time and again for supplying this additional quantity of water also.

213) The question of supplying this additional quantity of water to the mills was discussed in the Chambers of the Chief Minister on 20-7-62 with the firm's representatives when it was stated by them that they need an additional 136 cusecs of water in addition to the present 68 cusecs that they are drawing for purposes of generation of power. As per the terms of the Agreement they have to pay a rate of Rs.350/- per cusec per annum for the additional 68 cusecs. However they offerred to pay a rate of Rs.1,750/- per cusec per annum for the extra quantity of water on the condition that continuous supply is assured to them and that in case Government is unable to give this continuous supply there should be ~~propor-~~

Serial No.

proportionate reduction in the amount to be paid to them.

214) During discussions it was brought out that this additional quantity of 68 cusecs can be made available by the end of 1965 when the construction of the Hidkal Dam would progress well so as to allow this quantity below the dam. On the request made by the firm for supplying the further 68 cusecs also it was assured that Government could consider this favourably and supply this quantity also for a period of about 10 years i.e. till such time the irrigation under the Ghataprabha Project would develop fully and thereafter this quantity would have to be withdrawn. It was also agreed to charge a rate of Rs.2,500/- per cusec per annum for the supply of additional quantity of 136 cusecs of water.

215) A draft of Agreement was got up in consultation with the L.D and was submitted for perusal and approval of the Chief Minister. On that the Chief Minister had minuted as follows:

> "I do not remember that we agreed to the raising of the weir by one foot. The Secretary, PWD may discuss this with the representatives of the Mill and then come up to me along with the implications of such a rise in level"

216) The Chief Engineer (IP) was requested in this office letter dated 7-9-63 to forward a report on the points mentioned therein. The report since received from the C.E. and placed at Pages 168 to 170 C.F. may be perused. The Agreement has not been finalised yet. For orders Ref para 211 N/F.

x P129-1/1/64

x P138 of

WD-010154—GPB—PZS—8,00,000—1-10-61

13/1/65

Serial No.

21) Paras 212 to 216 of the c/n may be perused re: facts of the case. In this connection paras 155-168 of the c/n also may be perused regarding the meeting that took place in the chambers of the C.M. for allowing additional quantity of 136 cusecs of water to - Gokak mills and also their request for raising the weir level by 1'. The kind observations of the C.M. vide para 137 of the c/n may be particularly perused. The C.E.IP has been addressed in Govt. letter dated 7-9-63 vide page 138 of the c/f for furnishing information regarding raising the weir. The report of the C.E. dated 5-1-65 placed at pages 168-170 of the c/f may please be perused. As per the report of the C.E. the level of the Mills weir was R.L. 1983.75 as per agreement of 20-8-1897. As per agreement dated - 10-6-1899, the firm is permitted to raise weir level temporarily to R.L.1984.50 that is by .75' on the condition that they should reduce it to 1983.75 when a demand is made for more than 68 cusecs continuously

22) As per the Bombay Govt. letter dated 3-5-1901, the mills were further permitted to raise weir level by 1' i.e., 1985.5 subject to necessary agreement. As per supplementary agreement made on 22-1-1938, the level of the mills weir is noted as R.L.1985.50. This shows that permission given by the Bombay Govt. in their letter No.97 dated 3-5-1901 has not been incorporated in the subsequent agreement entered on 22-1-1938. It is stated that the S.E. K.I.C. Circle in his letter dated 18-6-56 has reported that the level of the Mills weir was between R.L.1985.40to 1985.47. The present S.E. has reported it seems that level of the mills weir is R.L.1985.07. The above levels have been arrived at

*Note.*—Contn. Sheet

Serial No.

from the G.T.S. bench mark near G.P.Bungalow at Dupdhal. The mills it seems have contended that the levels of the mills weir should be reckoned from the bench mark near the Mahalingeswara temple whose value is reported to be 1975.58 but on comparision of these two bench marks, it is found that there is a difference of 1.16'. Therefore it seems the then S.E. had requested the orders of the Bombay Govt. as to which of the bench marks should be taken in arriving at the top level of the mills weir presumably under the agreement but no orders of the Bombay Govt. have been received. In view of the above, the C.E. reports that it is not possible to indicate whether the Gokak mills have raised their weir level ~~upto~~ beyond permissible limit as per agreement. However, he opines that there bing no specific mention in the agreement regarding the bench marks to be followed, the contention of the mills authorities that the levels of their pick-up weir should be reckoned from the bench marks of Mahalingeswara temple does not stand to reason.

This would be the case only if we insist that B.M. must be G.T.S. Not any arbitary B.M. as proposed by the firm.

11) Assuming that the present level of the weir is R.L. 1985.07 a further raising by 1' would mean regularising a portion of the raising of the weir already done in the past. The balance raising would be only to an extent of R.L.1985.50 minus 1985.07 = 0.43' only. The S.E. it seems has reported that the liability on account of extra submersion if mills weir is raised further by 1' i.e., upto 1985.50 would not be appreciable. But this raising should not come in the way of traffic on Konnur causeway.

12) In view of the above, raising of the weir to 1985.50 taking the bench mark near G.P. Banglow near Dupdal may

Serial No.

may perhaps be agreed to and incorporated as such in the draft agreement proposed to be entered into with the Gokak Mills.

221) Since the work on Hidkal Dam did not progress as anticipated we will not be able to fulfil the main objective under the contemplated agreement namely supply of water by end of 1965. M. CHANNAPPA, 15/1/65
Dy. Secy. to Govt. P.W.D. (Irrn.)

~~Jt. Secy. PWD.~~
Secy. PWD.
C. M.

S. G. BALEKUNDRY,
Jt. Secy., P.W. & Elec. Dept. (Irrn.)

SECRETARY TO GOVT. No 119 18 JAN 1965 L. P. SECTION

SECRETARY TO GOVERNMENT PWS/447/65 PUBLIC WORKS DEPT.

Secy

222) What is in suggestion of Jt. Secy?

CP
FIII

CHANDAPPA PATEL,
Secy. P.W. Elecy.

223) the date of the extra supplies will have to be refixed more realistically in consultation with C.E. (IP) & if this were not possible, it is better to defer finalisation of the agreement.

SECRETARY TO GOVERNMENT PWS/484/65 PUBLIC WORKS & ELEC. DEPT.

S. G. BALEKUNDRY,
Jt. Secy., P.W. & Elec. Dept. (Irrn.)

Secy

224) C. E. may be consulted

CP
21/1

Note.—Contn. Sheet

Supply of additional quantity of water to

File No. Gokak Falls of 196

Page 50 (Cal 69)

Mysore Government Secretariat

Serial No.

225) A draft is put up.

Letter no. GTP-35/TA3 dated 15.1.65 from the CE(OP).

225) Submitted for perusal. A draft to the CE(OP) is put up w.r. to para 22A of the notes.

22/1/65

226) Issue

27/1/65

Issued on 29.1.65.

Letter no. GTP-35/TA3 dated 2.2.65 from the CE(OP).

227) Submitted for perusal. Report called for from the CE(OP) will be awaited.

228) 3/2/65

3/2/65 Letter no. GTP-35/TA2 dated 22.2.65 from the CE(OP)

229) Submitted for perusal. Further report will be awaited.

Sus A — Reminder on 20.3.65.

26/3/65

230) Issue reminder at Page 111 CF.

29/4

Issued 27/4/65

Supply of additional quantity of water to Gokak Road.

Government Secretariat

File No. of 1966

[App. F. III 2

FND 50 MGP 60

Serial No.

231) A reminder is put up

24/5

25/5/65

232) Issue

25/5/65

ISSUED

Dated 28/5/65

Letter no. GTP. 35/TH3/344 dated 11.6.65 from the CE (DP).

233) Submitted for perusal. Further report will be awaited.

16/6

Sus A.

15/6/65

Letter no. GTP. 35/TH3/591 dated 21.7.65 from the CE (DP).

234) Submitted for perusal the letter of the CE (DP) w.r. to paras 223 and 224 of the notes and orders as to the further action to be taken.

27/7 235) For perusal of paras 212 to 223 of C/N and the letter of CE (I.P) dated 21/7/65 placed at page 182 of C/F. The draft agreement proposed to be entered into with Gokak Mills ~~which was sent to the Solicitor for vetting~~. (vide page 129 to 131) may now be finalised. L.D. have also sanctioned the draft agreement (vide para 147 of C/N).

236) If approved. CE(LP) will be

Note.— Contn. Sheet

Supply of additional quantity of water to Gokak Mills

File No. PWD 150 HGP 60 of 196

Mysore Government Secretariat

Serial No.

requested to obtain an agreement with the Mills

21/7/65

M. CHANNAPPA,
Dy. Secy. to Govt. P.W.D. (Irrgn.)

Secy P.W.D)

SECRETARY TO GOVERNMENT
No. PWS 4761
22 JUL 1965
PUBLIC WORKS & ELEC. DEPT.

237) Since MSEB will be able to supply power within the course of under four or five months, it may be examined whether it is necessary to provide a clause for supply of additional water for generating power. If that clause can be deleted, then the remaining portion of the agreement can be finalised

MSEB's letter dt 21/7

Ch
22/7

23/7/65

p238) A draft is put up.
23/7

23/7/65

Issued
Dated 27/7/65

(W) P06618—GPB—150 pads of 100 shts. each—20-3-63

Note Continuation Sheet

Subject Supply of additional quantity of water to Gokak Mills

File No. PHD 50 KGP 66

| Reference and markings | Notes and Orders. | Para Numbers |
|---|---|---|
| | 239) A reminder is forwarded<br>25/11<br>240) Issued 24/11/66<br>Received from Electrical Section on 27-4-66<br>29/11/66<br>Letter dated 15-4-66 from the Gokak Mills Ltd | |
| | 241) Submitted for perusal. The question of entering into an agreement with the Gokak Mills Ltd. for supply of water from the Ghataprabha weir is still under consideration being held up for want of a further report called for from the CE (OP) w.r. to para 237 of the notes. Report from the CE (OP) is awaited. | |
| | 242) Kind reference is invited in this connection to paras 212 to 224 and paras in this connection. As water is being supplied to the Gokak Mills | |

Stitching space

Note Continuation Sheet

Subject ..... Supply of additional quantity of water to Golden Hills

File No.....

WD 014899—GPB—8,00,000—5-12-64

| Reference and markings | Notes and Orders. | Para Numbers |
|---|---|---|

as per the terms of agreement entered into with the Ex-Bombay State by the Hills, the E.E., Jamkhandi cannot ask the firm to pay an enhanced rate for the water supplied. In view of the above it is for consideration and orders whether the E.E., Jamkhandi may be asked to keep the question of recovery of the water charges pending till the agreement is entered into with the firm.

2/3) The C.E. (HP) will also be requested to expedite the report called for in this office letter dated 27.7.65.

27/9

2/4) A reminder to C.E. (HP) is put up.

27/9

Note Continuation Sheet

Subject: Supply of additional quantity of 68 cusecs of water to Gokak Mills

File No. PWD 50 WGP 60

| Reference and markings | Notes and Orders. | Para Numbers |
|---|---|---|
| ① Pages 129 to 131 Cf. | Letter no. GTP-35/TH3/1591 dated 8.2.66 from the CE(OP) on the Subject<br>241) Submitted for perusal the report of the CE(OP) w.r. to para 237 of the index. In view of what is stated by the CE (OP) the question of deletion of the Clause ① in the draft agreement i.e. Supply of additional quantity of water to the Mills for generation of power will have to be considered in consultation with the Law department.<br>242) It appears desirable to consult the representatives of the Mills also in this regard.<br>243) For orders.<br>24/4 Kindly refer page 59. As for the opinion of LD, we are bound by agreement to supply an additional 68 cusecs, over and above the present supply of 68 cusecs<br>29/4/66 | |

Note Continuation Sheet

Subject Supply of additional Quantity of water to the Golden Hills.

File No. PWD 50 MGR 66

WD 014899—GPB—8,00,000—8-12-64

| Reference and markings | Notes and Orders. | Para Numbers |
|---|---|---|

We need not agree to supply anything more than this. The firm need represented that since they wanted to generate more power they wanted 136 cusecs of water over and above the present supply of 68 cusecs. Since TNEB is likely to arrange power supply to Golden Hills by June 1966, we need not go beyond our agreement bindings and supply to the Hills and supply anything more than 68 cusecs over and above the existing supply of 68 cusecs. Even this additional 68 cusecs will be available to them only after the completion of Kiddal. LD may examine this aspect and then we may have to call for a meeting with Firm. for discussion

Dy
JS
Secy. PWD
LD

24/5

M. C. ANTIN,
Jt. Secy., P.W. & Elec. Dept.

24/5/66

M. CHANNAPPA,
Dy. Secy. to Govt. P.W.D. (Irr.)

24/5

4
30/4
S. K. MOHAN,
Under Secy., P.W.D. (Tech.)

24/5

JOINT SECRETARY TO GOVT.
No. 751
Date 31-5-66
PUBLIC WORKS & ELEC. DEPT.

24/5

SECRETARY TO GOVT.
No. 3104
4 MAY 1966
P.W.D. WORKS & ELEC.

24/5

JS (1) Discussed. Secretary desired the aspect to be expedited & the Case is kept pending decision.

11/5/66

24/5

IS Law II/107/66

~~520 Law II/66~~

Note Continuation Sheet

Subject Supply of additional quantity of water to M/s Gokak Mills.

File No PWD 50 W 6 P60

| Reference and markings | Notes and Orders | Para Numbers |
|---|---|---|

248. For perusal of paras 212-223 and 235-237 of the case note. Chief Engineer (IP), in his letter dated 8.2.66 (vide page 188 of the case file) has intimated that it is likely that power supply to Gokak Mills will be made by June 1966. In view of the above it may not be necessary to introduce a clause in the agreement regarding additional supplies of 68 cusecs of water over and above 136 cusecs of water which has been agreed to previously and this clause may perhaps be deleted from the draft agreement which has been approved by Law Department. Law Department may please see and offer remarks on the above.

12/5/66

(M.Channappa)
Dy.Secretary to Govt.
P.W.D.(Irrgn.)

JOINT SECRETARY TO GOVT.
No. 960
Date 13-5-66
PUBLIC WORKS & EL.C. DEPT.

JT.SECY.PW&E.
LAW DEPTT.

249) 12/5

M. C. ANTIN,
Jt. Secy., P.W. & Elec. Dept.

SECRETARIAT
13 MAY 1966
520
(REGISTRANT)

Ymc/16.5.66

Law II
C.D.B.
16/5/66

24/12/AAS/66.

G.S. 107 Law II/66

Note Continuation Sheet

Subject: Supply of additional quantity of water to the Gokak Mills

PWFile No. 60..MGP..60

WD 014899—GPB—8.00,000—11-8-66

| References and markings | Notes and Orders | Para Numbers |
|---|---|---|

LAW DEPARTMENT:

250) In view of the decision communicated to the Chairman of the Board of Directors as at page 91 c.f. (along with the further correspondence and particularly, letter at page 101 c.f. and 104 c.f.), it would appear that it had been agreed to supply an additional 136 cusecs of water, that is, 68 cusecs of water as under the original agreement and a further 68 cusecs of water for a period of ten years atleast from the time of completion of the Hidkal dam or earlier. What is now suggested is that in view of the likelihood of supply of power to the mills by the M.S.E.B., this stipulation of supply of 68 cusecs of water over and above the 136 cusecs stipulated under the original agreement should be deleted. As this stipulation has been ~~objected~~ agreed to, a modification of the same would require the concurrence of the mills. Clause 2(a) and (b) of the draft agreement at pages 129 to 131 can be modified only with the concurrence of the mills.

( M.K. SRINIVASA IYENGAR )
Additional Secretary,
Law Department,
MAY 31,1966.

Stitching space

MYSORE GOVT. SECRET
No. 2480
1 JUN 1968
P. W. D. (RECEIPT &

2413/als/66 PWD.)

M. G. S. | Subject: Supply of additional quantity of water to the Gadag Mills | File No. PWD 50 MGP 66

WD 01050—GPB—8,00,000 18-12-65

251) Submitted for perusal para 250 of the notes w.r. to paras 248 and 249 of the notes and orders whether the representatives of the Mills may be addressed for their views regarding modification of clause 2 (a) and (b) of the draft agreement.

DS
Jt Secy. PWD

2/6/66

252) 2/6

253) 3/6/66

M. CHANNAPPA
Dy. Secy. to Govt. P.W.D. (Irrgn.)

SECRETARY TO GOVT.
No 1478
3 JUN 1966

254) 7/6.

3/6/66

255) A draft is put up.

256) For perusal — form. of agreement p. 190.

9/6/66.

DS
FS
Jt Secy. PWD

257) 9/6

10/6/66

M. CHANNAPPA
Dy. Secy. to Govt. P.W.D. (Irrgn.)

SECRETARY TO GOVT.
No 1435
10 JUN 1966

258) This subject requires further detailed & careful study in view of the fact that power is already supplied to the mills from M.S.E.B. and the rate fixed per cusec of water is perhaps based on the old

**Subject:** Supply of additional quantity of water to the Gokak Mills Ltd. **File No.** PWD 50 MGP 66 **M. G. S.**

estimated value of the storage dam
Pl bring it up for discussion
on 14/6/66

M G S

10/6

Discussed. 259

Kindly peruse the detailed note on Pages 73-80/c.f. 260
As per the agreement existing with the Gokak Mills we are supplying a continuous flow of 68 cusecs of water at an annual sum of Rs.14,313/-, which works out to about Rs.210/- per cusec per annum. Further as per the same agreement we are to supply them additional 68 Cusecs if required at a sum of Rs.350/- per cusec per annum.

The Law Dept. had opined that the agreement cannot be repudiated however inconvenient it may be to us and that the rates cannot be enhanced unilaterally against 261
the terms of the contract.

With this in view, the various alternative rates leviable for the additional 68 cusecs were worked out and are detailed on Pages 77-78 of the c.f. Cost based on the storage required for the 68 cusecs is worked out as Rs.3,460/- per cusec per annum. Cost 262
based on the benefit by way of water rate that would have been derived by utilising the 68 cusecs for growing sugarcane is worked out as 7,560/per cusec/per annum. (which as per present revised water rates will be Rs.5,040/- per cusec/per annum).

There as may be seen from the noting of C.M. on Page. 73/c.f., the rate of Rs.2,500/- per cusec/per annum

was agreed to by the Mill Representatives after discussion for the supply of 136 cusecs of extra water. This means that it needs their confirmation if this rate of Rs.2,500/- is agreeable in the case of supply of 68 cusecs of extra water only.

263

Bound as we are by the agreement to supply the additional 68 cusecs at the agreed rate of Rs.300/- per cusec per annum, we can enhance the rate only by discussion and mutual agreement with them.

264)

SECRETARY TO GOVT No 1992 25 JUN 1966 PUBLIC WORKS DEPT

DS / DS Sec. PWD

29/6

25/6/66.
M. CHANNAPPA.
Dy. Secy. to Govt. P.W.D. (Irrgn.)

SECRETARY TO GOVERNMENT No PWD 3806 Dt. 29 JUN 1966 PUBLIC WORKS & ELEC. DEPT.

265) The draft letter addressed to M/s Gokak Mills Ltd at page 190 C.F. may be approved.

Secretary PWD.

28/6.

M. C. ANTIN,
Jt. Secy., P.W. & Elec. Dept.

266) Pl. put up file PWD 211 GIT 57 + PWD 5 MGP 60

29/6

Relevant are placed below.

267

268) Kindly see Paras 259 to 265 above. The Secretary, P.W.D. desired that the exact implications regarding the supply of the extra 68 cusecs of water to the Gokak Mills be examined with reference to the agreement entered into previously by the then Government with the Gokak Mills.

269) The agreement between the Gokak Mills and the Government of Bombay entered into in the year 1894 may please be seen at page 25/c.f. It is seen that in 1884,

p.t.o

the then Govt. of Bombay gave permission to the Gokak Mills to the exclusive right to use the water Power at the Gokak Falls for a period of 99 years from 1884. It may also be seen from Paragraphs side lined 'A' at Page 29/c.f. that a right to use Continuous supply of water over and above 68 Cusecs and not exceeding 136 Cusecs has been conceded to the Gokak Mills. Further from Para 13 side lined 'A' at Page 35/c.f. it is seen that in case the Gokak Mills give a notice in writing of a requirement for a further supply of 68 Cusecs not exceeding on the Whole 136 Cusecs, the Govt. Will on or before 38 Calendar Months from the receipt of such notice, take action for the supply of the required amount of water. Further the Paras side lined 'A' at Page 36 may be seen wherein it has been agreed that if by using reasonable diligence the Govt. is unable to supply the additional quantity of 68 Cusecs until the expiration of 38 Calander Months from the receipt of the notice, the Govt. shall not be liable or answerable for any loss or damages incurred. The portion side lined 'B' on the same page shows that with regards to any supply of water over and above 136 Cusecs the Govt. have absolute right, in deciding whether such a supply is possible or not. Next the Para 20 at Page 39/c.f. may also be seen where it has been laid down that if the Govt. takes necessary action to construct or proceed with the construction of any Dam or Reservoir necessary to provide the additional supply of water to the Gokak Mills, the Govt. need not pay any damages or compensation in respect of the non-compliance of their requisition.

M. G. S. | Subject: | File No. PWD SOMGP 60

WD 01050—GPB—8,00,000 18-12-65

270) From this it is clear that the then Govt. of Bombay have assured the Gokak Mills a supply of 136 Cusecs of water. The Advocate General in his opinion furnished in Para 190 of File No. PWD 211 GIT 57 placed below has also expressed a similar opinion. As per Para 20 of the agreement, the Govt. need not pay any compensation for any delay in the supply of this additional 68 Cusecs of water provided necessary action has been taken to construct or to start the construction of Reservoir necessary for such supply.

271) Perusal is now again invited to the Paras 260 to 264 above. The Draft at Page 194 may kindly be approved.

DS
Sec. PWD

4/7

272) 4/7/66
M. CHANNAPPA,
Dy. Secy. to Govt. P.W.D. (Irrgn.)

SECRETARY TO GOVERNMENT
No. PWD 3900
Date 15 JUL 1966
PUBLIC WORKS & ELEC. DEPT.

SECRETARY TO GOVERNMENT
No.
Date 11 JUL
PUBLIC WORKS & EL

273) Dis circulated with Sec. PWD on 6-7-66. As directed a fresh draft is put up. for approval.

DS
Sec. PWD

7/7

274) 8/7/66
M. CHANNAPPA,
Dy. Secy. to Govt. P.W.D. (Irrgn.)

275) May issue as modified

CL
12/7

276) Issue

12/7

277) Issued
12/7/66

278) As per orders of the Hon'ble (T)

DTO

Subject: File No.

a detailed note on the question of water supply to the Gokak Mills is prepared and placed below at pages 197 to 203 C.F. for perusal..

279) The note on pages 197-203 C is placed for kind perusal as dictated.

JS)

23/8/66.

280) Pl discuss

23/8

281) Discussed. JS. desired that we may obtain from the CE. TMSEB. a note showing the power supplied now by TMSEB to Gokak Mills, the charges they pay for it with a comparative cost of what they would possibly have incurred if the same amount of power was furnished by the Mills at their powerhouse.

JOINT SECRETARY TO GOVT. No CI 289 23 AUG 1966 PUBLIC WORKS DEPT.

16/XII

282) A draft is put up.

17/12

Issued Dated 20-12-66.

283) Done

17/XII

Note Continuation Sheet

Subject..... File No. RWD.50.WGP60

| Reference and markings | Notes and Orders | Para Number |
|---|---|---|
| | 284) 4 reminder is forwarded<br>I<br>27/4<br>285) Issue<br>27/4/67<br>Issued<br>Encls.....<br>Date.....10/5/67..... | |
| vide flag 'T' | 286) Kindly see Page.210./c.f. In this Meeting held in Bombay regarding the shortage of water felt by the Mysore in streams and rivers from Maharashtra into Mysore it was desired by the Ministry of Irrigation & Power that the agreement relating to the supply of water for power generations to Gokak Mills be furnished to them. A copy of the Agreement was furnished to the Govt. of India on 17-4-1967.<br><br>xxxxxxx<br><br>x x x x x x x<br><br>287) Kindly see the post copy of the telegram from the Govt. of India (page 240 C.F.) 215 As desired therein copies of the 1894 and 1897 agreement between the then Govt. of Bombay and the Gokak Mills Ltd., have been furnished to the Govt. of India. It has been desired by the Govt. of India to furnish views of this Govt. on the proposal as to whether in respect of supply of water for power generation the same could be rescinded by supplying power from Mysore Grid.<br><br>288) The question of the agreement executed in | |

WD 014899—GPB—8,00,000—11-8-65

| Reference and markings | Notes and Orders | Para Numbers |
|---|---|---|

1884 by the Govt. of Bombay and the Gokak Mills Ltd., assuring them water supply for a period of 99 years being binding on the present Govt. of Mysore has been examined by the Law Dept. It has been opined by the Law Department that the Agreements executed, however, inconvenient they may be are legally valid and will have to be adhered to. ~~Para 59 in File No.50MGP 60 placed below flag C~~ Kindly see para 59 ante . Since about a year the Gokak Mills are drawing power for the running of their factory from the Sharavathy Power lines. As a matter of ~~fxxtxrxx~~ fact a few years back the Gokak Mills had made a request to State Govt. for supplying them additional water from the Ghataprabha river in addition to the 68 cusecs which we are now supplying. This was almost agreed to and certain conditions etc., were being worked out

Meanwhile since the Gokak Mills have been drawing power required for their factory from the Sharavathy power lines they have been requested to intimate if they are still in need of the additional supplies of water. There has been no reply so far in this regard from the Mills. It is therefore presumed that the mills are now not pressing for any additional supply of water.

989) With a view to take up with the Gokak Mills the question of discontinuance of the supply of water to the extent of 68 cusecs which is being made now, the Chief Engineer, M.S.I.B.

has been asked to work out roughly the cost of generation of ~~power~~ power as is being incurred by the Gokak Mills and the present rate of power supply made to the Gokak Mills. His report in this regard is still awaited. In case, it is found that the supply of power from the Sharavathy Power line is cheaper than the cost of power generation by the Gokak Mills at their power house below Gokak Falls, we may perhaps ask the Gokak Mills to consider the question of drawing their entire power requirement from our power lines and close their Power House and also rescind the original agreement for the supply of water from Ghataprabha river for the generation of power. Even if this proposal of supplying power from our power lines is found more cheaper it may be necessary for us perhaps to compensate the Gokak Mills for their Power House which has been in existence and which will now be closed.

290) It was informed by the Joint Secretary that recently, this subject was also discussed by the Minister with him and it was suggested that we may call for a Meeting of the management of Gokak Mills and Chief Engineer, M.S.E.B. in this regards and find out if the above proposal is feasible and if the Gokak Mills are agreeable to ~~reinding~~ rescinding the original agreement in case power is supplied to them from the Sharavathy Power lines. Before we address the Gokak Mills Limited in the matter, it is necessary that the Chief Engineer, M.S.E.B. furnishes his report as called for in Govt. letter dated 20-12-66 at Page 205/c.f. The Chief Engineer, M.S.E.B. will be reminded in the matter and after receiving his reply we may call for a Meeting.

Copy PWD. S499 Date 31/7

291) As regards the enquiry from the Govt. of India, we may inform them that this question of rescinding the original agreement between the Gokak Mills and the Govt. is being examined.

DS / JS / for SW

292) 29/7/67 N. CHANNAPPA. 29/7

**Subject:** Supply of additional quantity of water to the Gokak Textile Jam.

**File No.** M. G. S.

293) Extract taken from File No.PWD 10 MLA 67 relating to Starred L.A. Question No.548 by Shri.A.R. Panchagavi

Minute of the Minister for Public Works

" A meeting may be arranged in my Chambers to discuss this problem. The representatives of the Mills and M.S.E.B be invited to attend this meeting".

Intld V.Patil
28.7.67

11.00 A.M. on 22-8-67 in Chambers of M/PW at V.S.

Intld. P.S.
28-7-67.

294) A draft is put up.

295) For personal secy. work.

DS) 3/8

296) 3/8/67

297) 9/8

Issued 8/8/67

298) The file may be referred to the P.S. to the Minister for P.W for taking further action. Ref para 293 above.

11/8

(299) A Meeting with the Chairman, Board of Directors, Gokak Mills Ltd., has been called for on 22-8-1967 in the Chambers of the Minister for Public Works. Please see Please see at Page 244/c.f. Shri Madan of the Gokak Mills Limited had telephoned me this afternoon from Bombay and informed that the Chairman of the Board of Directors of Gokak Mills is at present in England and the acting

P.S. to M/PW - typed draft 9/8

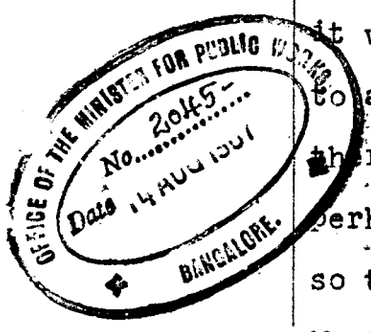
DS) Typed draft is put up 9/8

M. G. S.

Subject: Supply of additional quantity of water to M/s Gokak Mills Ltd.

File No.

WD 01050—GPB—8,00,000 13-12-65




Chairman of the Board of Directors is also on tour and it will be difficult for the Chairman or the acting Chairman to attend the proposed Meeting on 22nd at Bangalore. It was therefore requested by him that if possible the Meeting may perhaps be arranged on 30th August 1967 in the afternoon so that the acting Chairman of the Gokak Mills may attend the Meeting. In case, it is not possible to postpone the Meeting to 30th, he informed me that only a Senior Officer of the Company will be able to attend the Meeting on 22-8-67. This may please be brought to the notice of the Minister for Public Works and whether the dates suggested by the Gokak Mills are suitable to the Hon'ble Minister may be confirmed.

~~DS~~

PSt Min PW

300) 21/8/67

M. CHANNAPPA,
*Dy. Secy. to Govt. P.W.D. (Irrgn.)*

11/8

301) Seen by the Hon. P.W. He desires that the meeting be held in his chamber at 3.00 p.m. on 30.8.67

16.8.67

*Private Secretary to the Minister for Public Works*

Dy. Secy (Irrgn) U.S (T).

16/8/67

xxx

302) A draft is put up.

16/8 16/8

203)

16/8

Subject: Supply of additional quantity of water to the Gokak Mills Ltd. File No. M. G. S.

304) The file may now be referred to the P.S. to the Minister for PW.

17/8

305) Pl. put on 29-8-67

17/8

306) Submitted w.r. to para 304 ante

29/8 See PW)

30/8

(307)

RECD 30/8/67

(308) Note in connection with the meeting is noted — The file is submitted.

See PW)

30/8

Secy. PWD. 30/8
PWS No 4038 Date

(309) Kindly refer Para 301 ante. The proposed Meeting was held in the Chambers of the Minister for Public Works to-day. The Representatives of Gokak Mills attended the Meeting. It was explained to the Chairman of the Gokak Mills that since water was a precious commodity and is required very much for irrigation uses under the Gokak Canal to raise food crops, the Mills should co-operate with the Govt. in agreeing not to insist on the release of the 68 Cusecs of water in Ghataprabha River as per the Agreement, in case their requirements of power for running the Factory are fully met with by the Govt.

M. G. S.

**Subject:** Supply of additional quantity of water to the Gokak Mills Ltd.

**File No.** PWD 50 MGP 60

WD 01050—GPB—8,00,000 13-12-65

of Mysore from the Power Lines. After discussion, it was agreed that the Representatives of the Gokak Mills and the Chief Engineer, M.S.E.B. would meet again some time in September and discuss as to how this requirement of Power of the Gokak Mills could be met with, taking into consideration that the Power generated normally(aggregate) by the Gokak Mills at their power house is agreed to be supplied by the M.S.E.B. at the cost price incurred by them and power requirement over and above this average generation, supplied at general tariff rates. It was also desired that the Chief Engineer, Irrigation should collect information as to the requirement of water by the towns and villages situated on the banks of Ghataprabha River below the Dhupdal Weir for their drinking and irrigation requirements. This much of quantity of water may have to be let down from the Dhupdal Weir irrespective of the commitment existing with the Gokak Mills.

FOR PUBLIC WORKS
No. 3877
5 SEP 1967
BANGALORE.

310) 30/8

(N. CHANNAPPA),
Dy. Secy. to Govt. P.W.D.(Irrgn.)

311) 31/8

312) 5/9

313) 5/9.

Secy.(PWRE)?

SECRETARY TO GOVT.
No. PWS 41 67
Date 1967
PUBLIC WORKS & EL. DEPT.

Letter dated 1-9-67 from the Director, Gokak Mills ltd on the subject.

Letter no. T/Gr/1160-09 dated 4-9-67 from the

Subject: Supply of additional File No. M. G. S.
Quantity of water to the Gokak Mills

Chief Engineer, Electricity (General) on tie
Salapur

312) Submitted for perusal the letter of the
C.E., Electricity (General) at Pages 259 and 260 C
w.r. to paras 309 to 313 of the note and
the Minute of the Minister for P.W on Page 258 C
further report from the C.E., Electricity (General)
and the C.E (SP) note will be awaited.

313) 14/8

Letter no. PW. II-9 (12)/60 dated 26.9.60
from the Ministry of Irrigation and Power.

314) Submitted for perusal. An interim reply
to the Govt of India is sent up.

315) A draft as per instructions of the US(I) is
sent up.

316) Kindly see the letter from GOI.
@ p. 261 C. Kindly also see the para
underlined @ A at p 210 C pertaining to
the discussions held at Bombay regarding
the shortage of supply of water in the

M. G. S.

Subject: Supply of power to the Tirupati Hills etc. - File No. PWD 50 M&P 67.

WD 01050—GPB—8,00,000 13-12-65

wires flowing from Tirumanoor into Ryone. A question was raised in the meeting as to rescinding the existing agreement with Govt. with regard to supply of water for generation of power by supplying electric power to the Hills from the Electricity Grid. A reply to Govt. of India that action is already taken to supply power to Hills from the Electricity Grid and that the other question of rescinding the agreement is under examination is proposed at para 262 cy. For perusal & orders.

DS
JS
Ke Rw

31/8) 29/9/67
29/9
M. CHANDRAPPA
Dy. Secy. to Govt. P.W.D. (Power)

21/8) 4/10/67

32) I have already approved and sent

Ch
9/10

30) Issued

10/f

Issued
on 12/10/67

M. Secy. PWD. No 6998 Dated 30.9.67

Secy. PWD. No 6605 Dated 4/10

Subject: Supply of power to File No. M. G. S.
the Gokak Canal Rd

322) A reminder is put up.

323)

24/11

Issued
dy 20/11/67

Letter dated 11.11.67 from Sri. A.R. Pandaregavi MLA addressed to the Minister for PW.

324) Submitted for perusal ~~to~~ to the Minister for PW on Page 266 CF. Report from the CE, Electricity (General) is awaited and he has been reminded on 10.11.67. He can be reminded again on 20.11.67.

19/11

DS

325) 24/11/67

326) 17/11/67

Representation dated 18.11.67 from the inhabitants under the Gokak Channel under the jurisdiction of GLBC on the Sahyadri.

327) Submitted for perusal. A reminder is put up. In copy.

22/11

DS

328) 24/11/67

329)

23/11

Issued

Encls .....

Date 25/11/67

M. G. S.

Subject: Supply of power to the Gokak Mills Ltd

File No.

WD 01050—GPB—8,00,000 13-12-65

Letter dated 14.11.67 from Sri. A.R. Panchagavi addressed to the Minister for PW.

Letter no CATP/PB/J:2/13094 dated 21.11.67 from the S.E., Ghataprabha Project Circle

330) Submitted for favour of the instructions issued by the Minister for PW. at Page 216 CF. Report from the CE(G) HESCP will be awaited.

23/11

331) A copy is also sent for the CE(G) HESCP. Dr. pamphlet

23/11

Letter no T/G/1/155/13466-8 dated 25-11-67 from the CE, Electricity (General) HESCP on the subject.

332) Submitted for favour of the letter of the CE, Electricity (General) at Page 217 CF ante. to para 331 above.

23/11

*Subject:* SUPPLY OF POWER TO THE GOKAK MILLS LIMITED.

*File No* PWD 50 MGP 60

M. G. S.

(333) Kindly see the letter from the Superintending Engineer, Ghataprabha Project, placed at Page 275-276/c.f. It is seen therefrom that the question of reducing supply of water from Ghataprabha river to the Gokak Mills was discussed by the Minister for Public Works on 19-11-1967 with the Representative of the Mills and other Officers. It has been agreed that the M.S.E.B. will supply ~~of~~ the power requirements of the Gokak Mills and that about 5 Cusecs of waters only be let down the river ~~of~~ for drinking and other requirements of the Gokak Mills. It is also seen that the water supply to the Gokak Mills is ~~being~~ proposed to be regulated accordingly from 22nd of this month and the M.S.E.B. will also take action to supply the additional power from that day. Kindly also see the letter from the Chief Engineer, M.S.E.B. at Page 277/c.f. It is seen therefrom that to arrive at the cost at which the power was being generated by the Gokak Mills from their own power house ~~is being worked out and that~~ certain additional information is awaited from the Gokak Mills. Kindly see Para 309 ante. It was agreed in a Meeting held in the Chambers of the Minister for Public Works on 30-8-1967, that the power generated normally by the Gokak Mills at their power house ~~is~~ be supplied to them at the cost price incurred by them and the power requirement over and above this is supplied at the general tariff rates. Evidently, this aspect is being examined by the M.S.E.B. ~~and~~ we may await ~~his~~ further report in the matter. As far as releasing additional water to Gokak Canal by curtailing ~~its~~ the supplies being let down to Gokak Mills, it can be seen that the Gokak Mills have already agreed to this provided 5 Cusecs is let down the river for their domestic and water supply requirements. The above is for information.

DS
JS
for PW

29/11

M. G. S.

**Subject:** Supply of power to the Gokak Mills Ltd. PWD-50 MGP 67 **File No.**

WD 01050—GPB—8,00,000 13-12-65

334. Paras 331 & 333 of the case note and also the proceedings of the meeting held at Dharwar on 19.11.67 (vide page 276 CF) relating to stoppage of supply of water to Gokak Mills may please be perused. Owing to stoppage of their power generation Gokak Mills have requested M.S.E.B. to supply another 1,000 KVA. of power over and above their present demand of 3,000 KVA. It was agreed during discussion some time back that this power will have to be sold to Gokak Mills at the rate at which they are now generating Hydro Power from their own units by making use of water drawn from Ghataprabha River below Dhupdal Weir. It is stated by the Chief Engineer, M.S.E.B. that the Mill authorities have indicated that the cost of generation of power is 0.94 paise per unit whereas the rate at which the MSEB. is supplying power may work out to 4 paise per unit. If the M.S.E.B. were to supply power at 0.94 paise per unit the difference of 3.06 paise will have to be subsidised to M.S.E.B. Probably this cost will have to be borne by the Irrigation Department, In addition to the amount that was being realised by the Gokak Mills for having drawn water from Ghataprabha River will also get considerably reduced. The additional expenditure in the form of subsidy and the loss of Revenue may amount to a few lakhs of rupees.

Even though this additional quantity of water which the mill would have drawn is now utilised by the Agriculturists the benefit of to Government on this account is not assessable exactly unless some additional area is brought under irrigation and for which the Betterment Levy and Water Rate is levied. Under the circumstances, I am afraid, this change over even though appears beneficial from the irrigation point of view, it may lead to additional expenditure to Govt.

29/11/67

(M.Channappa)
DY.SECRETARY, PWD(I)

Secy. PWD. 30/11 No 5358 Date

Jt. Secy. PWD. No 8256 Date 30/11/67

Jt.Secy.PWD.

Secy.PW&E.

395) Irrigation needs have to be given priority when power is available from other sources. Hence C.E.(I) has to assess addl. critical quantity by the regain of water from power to irrigate

30/11

Subject: Supply of power to Gokak Mills Ltd. File No. M. G. S.

336) Kindly see para 333 & 334 ante.

337) According to the decision taken by the Minister during his recent visit to Ghataprabha, the Gokak Mills have stopped taking any water for generation of power. MSEB is now supplying the required power over and above the quantity which they were earlier supplying. The Board will no doubt claim the difference in the cost of generation (by the Gokak Mills) and the Tariff rate of MSEB. Perhaps this will have to be borne by the beneficiaries i.e the cultivators, who may have to be apprised well in time.

Cb

CHANDAPPA PATEL
Secy. P. W. & Elecy. Deptt.

5358

OFFICE OF THE MINISTER FOR PUBLIC WORKS
NO. 2964 - 4DL-
BANGALORE.

Mu pw lr P.

338) V. Pandit.

J.S(P.W.D)

DSO)/10/12

(VEERENDRA PATIL),
Minister for Public Works.

M. G. S.

Subject: Supply of power to the Gokak Mills Ltd. File No.

WD 01050—GPB—8,00,000 13-12-65

329) Submitted for perusal. A draft w.r. to para. 331 is put up.

330) P1. put up a typed copy

P[illegible]

8/12

331) Typed draft is put up. In order.

11/12

DS

332) 11/12

333) (GM) 11/12/67

334) 19/12

18/12/67

Letter dated 12.12.67 from the Gokak Mills Ltd on the Collector.

335) Submitted for perusal the letter Received from the Gokak Mills Ltd figures at Pages 281 and 282 CF. Kind reference is invited in this Connection to paras 333 to 334 of the notes.

336) In the Mills Authorities have now requested to Confirm the following arrangements

Subject: Supply of power to the Gokak Mills Ltd. Reg

File No.

M. G. S.

i) The Karnataka State Electricity Board will supply the additional energy to the Gokak Mills to make good the shortfall created by the closure of their hydro plant;

ii) the difference in the cost of additional grid supply and the generation cost at their ~~at~~ plant, will be made good to them either by the State Electricity Board or by the Govt for such periods as water supply for the Mills Hydro generation remains suspended;

iii) a limited quantity of water will continue to be made available to them for purposes other than power generation such as for domestic water supply etc;

iv) in the event of breakdown of grid supply, water will be made available to them for hydro generation for the

M. G. S.

**Subject:** Supply of power to M/s Gokak Mills Ltd - Reg. **File No.**

WD 01050—GPB—8,00,000 13-12-65

period of the grid breakdown;

v) the Mills can resume full hydro-generation after the Commencement of the 1968 monsoon;

3(f) The Mills Authorities presume that the above arrangements have been entered into without prejudice to the various agreements that the Company have entered into with the Govt.

3(g) On item 2 above, the reply sent to the CE (I) nr and the CE (General) Mysore State Electricity Board at Pages 279 and 280 CF may please be perused.

3(h) For orders.

(350) Kindly see the letter of M/s. Gokak Mills Limited placed at Page 281/.c.f. They have requested for confirmation ~~that~~ of,

(1) M.S.E.B. will supply the additional power required due to the stoppage of water supply from the Ghataprabha river.

(2) To bear the extra cost between the cost of generation of this quantity of power by the Gokak Mills and the tariff rate of the M.S.E.B.

(3) Limited quantity of water supply for domestic water supply, etc., would continue to be made.

(4) In the event of break-down of power supply from M.S.E.B. water will be made available for ~~from~~ generation of power at their Mills.

p.t.o.

**Subject:** Supply of power to the Gokak Mills Ltd. - Reg

**File No** PWD 50 MGP 60

**M. G. S.**

(5) Resumption of generation of power at their Mill power station after 1968 monsoon period.

(351) As regards Item No.1, the M.S.E.B. are ~~also~~ perhaps supplying the power. As regards Item No.2, we have already informed the Chief Engineer (North) that this difference in cost will have to be borne by the ~~beneficiaries by the~~ Agriculturists who are benefitted by the stoppage of water supply to Gokak Mill. As regards Item No.3, it has already been agreed that 5 Cusecs of water would be let down in the river for the drinking and other requirements of the Mill. As regards Item No.4, it is to be hoped that there will be very little chance for the break-down of power supplies from M.S.E.B. In case of break-down, we will have to agree for the supply of water to the Mills for generation of required power. As regards Item No.5, we may agree to the same and the question of making permanent the present arrangement of supplying power to the Gokak Mills and cutting down the water supply required for power generation will have to be examined in more detail after knowing the exact cost implications which are being worked out by the Chief Engineer, M.S.E.B.

P279

P276.

To Secy. PWD. No 8743 Date 19/12

DS
JS
to PW

351) 18/12/67

M. CHENNAPPA
P.W.D. (Irrgn.)

352) Para 351 indicates the replies to the points raised by M/s Gokak Mills Ltd & can be agreed except as regards points 5 wherein resumption of generation of power during monsoon period of 1968 being subjected to the irrigation demands under Ghataprabha & Gokak canals continuous being met with and also not being assured to power drawals by Gokak Mills during monsoon season.

Secy)

To Secy. PWD. No 5726 Date 19/12

PWS

G. V. VENKATA RAMU.
Jt. Secy. P.W. (Irrgn. Deptt.)

Note Continuation Sheet

Subject: Enrgy of power to M/s Gokak Mills Ltd.

File No.

| Reference and markings | Notes and Orders | Para Numbers |
|---|---|---|

353) The five points in dispute in the letter of 12.12.67 from the Gokak Mills may be confirmed as they apparently conform to the decisions arrived at by the Minister at his recent discussion with Ghataprabha project officials.

5775

Chandappa 20/12

CHANDAPPA PATEL
Secy. P. W. & Elecy. Dept.

MINISTER FOR PUBLIC WORKS
32/9
20 DEC
BANGALORE

354) V. puttu 23/12.

Secy (P.W&E)

26/12/67

26/12

356) A draft is put up. In person sapre

27/12

DS

27/12/67

27/12

27/12

Note Continuation Sheet

PWD 50M of 60-

Subject... Supply of Additional quantity of Water to the Gokak Mills

File No ...

WD 014899—GPB—8,00,000—11-8-65

| Reference and markings | Notes and Orders | Para Numbers |
|---|---|---|

356) Kindly peruse paras 350 to 354 anti. It has been agreed that the points made out by the Gokak Mills may be confirmed. A letter in this connection is also proposed to be issued and may be seen at Page 285 C/F. It may be seen from the daily discharge records at the Dhupdal weir that the withdrawals under the Gokak canal have reduced since 15-12-67 and from 19-12-1967 there are no withdrawals under the Gokak Canal at all. It is, therefore not clear why the inflow in the river is not being let down when it is not being utilised under the Gokak Canal. By thus stopping the discharge from the Dupdal weir for utilisation by the Gokak Mills we may perhaps have to make good the extra cost due to the supply of power from the M.S.E.B. even though this water is not being put to any use towards the irrigation under the Gokak canal. Further a situation may also arise when in the normal course due to the low flows we may not have normally supplied any water to the Gokak mills; but since now as per the agreement the mills are drawing power from the M.S.E.B. they may claim for the period when perhaps they would not have normally generated any Hydro Electric power at all. We may have to obtain a clear picture in this regards from the Chief Engineer (North), and the Chief Engineer, M.S.E.B. also. This is for information. Remarks the letter at p 285 may be noted. A

(S.K.MOHAN), 3/1
Under Secretary to Govt.,
P.W.D.(Technical).

Jt. Secy: PWD.
No 44 Date 4.1.68

Stitching space

358) DS JS for Clarification as already drawn from E.E.(CO)I

357) M. CHANNAPPA, U/S to Govt. P.W.D. (Irrgn.)

Secy. PWD. 4/1
No 60 Date

Urgent

W T

100/4/1

G. V. VENKATA RAMU,
Jt. Secy. P.W. & Elec. Depts.

359) 5/1/68

M. G. S.

Subject: Supplying Additional quantity of water to the Gokak Mills.

File No PWD 50 M GPG

WD 01050—GPB—8,00,000 13-12-65

360) Letter dictated to CE(W) seeking clarification on the issues raised in para 358 of my note.

ISSUED
Dated 6.1.68

5/1

361) For orders whether the letter to the Mills, at Page 283 C/F may also be issued.

6/1

362)

6/1

ISSUED
Dated 8.1.68

Letter dated 1.1.68 from the Gokak Mills filed on the subject.

362) Submitted for perusal. A reply was sent to the Mills on 8.1.68 vide Pages 288 and 289 C/F. For orders whether the attention of the Mills General Manager, may be invited to that letter.

17/1

363)

17/1

364) A draft is put up.

18/1

365) Noted. Since this has acknowledged receipt of our letter dated 8.1.68. CE. 79 ETB & CE(W) may be expedited in the matter

*Subject:* *File No.* *M. G. S.*

The present file which is very bulky may be closed and put aside. This will become part I. & another fresh part may be opened.

Sd
18/1,